

1 under this Section 18.3. FGI shall fully cooperate with any such audit, and FGI shall cause Team
2 to fully cooperate with such audit.

3
4 SECTION 19 PSA COVENANTS

5 19.1 Quiet Enjoyment

6 Except as otherwise provided in this Lease or in the Development Agreement,
7 during the Term, FGI shall have exclusive control and possession of the Premises and PSA shall
8 have no liabilities, obligations or responsibilities whatsoever with respect to the Premises.
9 Provided FGI is not in default under this Lease, FGI, at all times during the Term, shall have the
10 right to peacefully and quietly have, hold and enjoy the Premises, subject to the terms of this
11 Lease and PSA will defend its title to the Project Site against all persons who may claim the
12 same. If any claims are asserted against PSA's title that disturbs or, if successful, would disturb
13 FGI's quiet and peaceable possession of the Premises, upon demand by FGI, PSA shall seek to
14 enforce the covenants of title in the warranty deed from King County as provided for in Section
15 64.04.030 of the Revised Code of Washington, and if requested by FGI, to assign such claim to
16 FGI as may be necessary in order for FGI to prosecute an action against King County on such
17 covenants of title. PSA shall cooperate with FGI in FGI's prosecution of any such claim.

18 19.2 No Liens

19 PSA shall neither grant nor suffer any liens or encumbrances against the Premises
20 which would be superior to this Lease.

21 19.3 No Charges or Fees

22 PSA shall not impose any charges or fees for the use of the Project, (including any
23 charges or fees which, but for this covenant, it is empowered to impose pursuant to
24 Section 105(5) of the Act), without the prior written consent of FGI, which consent or denial of
25 consent by FGI shall be in its sole discretion, and shall not be subject to Dispute Resolution. FGI
26 consents to the imposition of a surcharge on tickets for events at the Project solely as provided
27 in, for the purpose of, and subject to all of the limitations of, Section 13.2.3 of the Development
28 Agreement.

1 SECTION 20 REPRESENTATIONS AND WARRANTIES

2 20.1 By PSA

3 20.1.1 Authority, Binding Effect

4 PSA represents and warrants that PSA has full power and authority to
5 enter into this Lease and to perform all of its obligations under this Lease. PSA represents and
6 warrants that this Lease has been duly authorized by PSA and that the person(s) executing this
7 Lease on behalf of PSA have the power and authority to do so. PSA represents and warrants that
8 this Lease is binding on PSA and enforceable according to its terms.

9 20.1.2 Title

10 PSA represents and warrants that it owns the Premises in fee simple
11 subject only to the Permitted Exceptions described in attached Exhibit 20.1.2.

12 20.1.3 Limitation on Representations

13 Except for the representations and warranties set forth above, PSA makes
14 absolutely no other representation or warranties under this Lease or regarding the Premises. FGI
15 acknowledges that it is not relying on any representations or warranties of PSA other than those
16 set forth in this Section 20.1.

17 20.2 By FGI

18 20.2.1 Authority, Binding Effect

19 FGI represents and warrants that FGI has full power and authority to enter
20 into this Lease and to perform all of its obligations under this Lease. FGI represents and
21 warrants that this Lease has been duly authorized by FGI and that the person(s) executing this
22 Lease on behalf of FGI have the power and authority to do so. FGI represents and warrants that
23 this Lease is binding on FGI and enforceable according to its terms.

24 20.2.2 Limitation on Representations

25 Except for the representations and warranties set forth above, FGI makes
26 absolutely no other representations or warranties under this Lease. PSA acknowledges that in
27 executing this Lease, it is not relying on any representations or warranties of FGI other than
28 those set forth in this Section 18.2.

1 SECTION 21 SUBLETTING AND ASSIGNMENT

2 21.1 Subletting

3 FGI shall have the right to sublet all or any part of the Premises for any time or
 4 times during the Term for terms not to exceed the Term of this Lease. However, the subletting of
 5 all or substantially all of the Premises to a Person for substantially all of the remaining Term
 6 shall be considered an assignment of this Lease which shall be restricted pursuant to the
 7 provisions of Section 21.3. FGI shall not enter into a sublease other than a Qualified Sublease
 8 which extends beyond the Term of this Lease (unless by its terms, on termination of this Lease
 9 the sublease either terminates automatically or may be terminated without cost or penalty.) All
 10 subleases shall be in writing and shall be expressly subject to the terms of this Lease.

11 21.2 Limited Nondisturbance of Certain Sublessees

12 21.2.1 A "Qualified Sublease" is a booking agreement or license to use the
 13 Exhibition Hall or the Stadium which meets the following conditions:

14 21.2.1.1 The sublessee under the Qualified Sublease is not an Affiliate of
 15 FGI;

16 21.2.1.2 The Qualified Sublease is on commercially reasonable terms and
 17 conditions;

18 21.2.1.3 The event covered by the Qualified Sublease will occur within five
 19 (5) years of the effective date of the Qualified Sublease or any extension or renewal thereof; and

20 21.2.1.4 No payment shall be made to FGI more than one (1) year in
 21 advance of the event and, at FGI's option, (a) FGI shall provide to PSA a reasonable guaranty by
 22 a third-party guarantor with a net worth of at least \$10 million, or other readily realizable
 23 security, in the aggregate amount of 300% of the average advance payments held at any one time
 24 during the previous Lease Year, which shall be available to pay to PSA, in the event of a
 25 termination of the Lease by reason of a default by FGI, the amount of all advance payments to
 26 FGI for events not yet held at the time of the termination (to the extent such payments are not
 27 otherwise recovered by PSA), to be paid to PSA at the time of the holding of the event; or (b)
 28 any advance payment to FGI shall be promptly paid over to PSA to be returned to FGI upon the
 29 commencement of the event together with interest earned by PSA.

1 21.2.2 PSA will give a Qualified Sublease Nondisturbance, in the event the Term
2 ends prior to the event referred to in the Qualified Sublease. Upon the end of the Term all
3 Qualified Subleases shall be automatically assigned to PSA.

4 21.2.3 No sports team, party providing services at the Premises, no
5 concessionaire, and no advertiser, shall have any right to come upon or utilize the Premises or
6 any part of the Premises after the end of the Term (including but not limited to a termination
7 pursuant to Section 22), unless PSA elects, in its sole discretion, to give notice to the Team or
8 Allen authorizing one of the following:

9 21.2.3.1 The owner of the team which is a party to the Stadium Use
10 Agreement enters into an agreement with PSA, within ten (10) days after the end of the Term,
11 pursuant to which such owner or an Affiliate becomes the tenant under this Lease and accepts
12 and agrees to perform all of FGI's obligations under this Lease and agrees to maintain the
13 Stadium Use Agreement in effect; and in that event PSA will reinstate this Lease for the lesser
14 of: the balance of the Term or the remaining term of the Stadium Use Agreement; or

15 21.2.3.2 Allen enters into a full guarantee of all of FGI's obligations under
16 this Lease, within thirty (30) days after the end of the Term, for a period of time designated by
17 Allen, and in that event, PSA will reinstate this Lease with an entity designated by Allen as
18 master tenant for the period of the guaranty.

19 21.2.4 In the event of termination of this Lease for any reason, (except
20 termination after damage, destruction or condemnation under Sections 12 and 14) any sublessee
21 under a Qualified Sublease shall be entitled to continued occupancy in the Premises
22 ("Nondisturbance") in accordance with its Qualified Sublease as long as:

23 21.2.4.1 The Qualified Sublease is not terminated in accordance with its
24 terms (including termination for default upon expiration of all applicable periods to cure), and

25 21.2.4.2 The sublessee agrees in writing to attorn to PSA under the
26 applicable Qualified Sublease, and to such other terms and conditions as are customarily required
27 by mortgage lenders in similar circumstances.

28 21.2.5 Upon the request of FGI, PSA shall within a reasonable time execute,
29 acknowledge and deliver a nondisturbance agreement with any sublessee under a Qualified
30 Sublease setting forth the above terms.

1 21.3 Assignment

2 21.3.1 FGI shall not Transfer this Lease, the leasehold estate this Lease creates,
3 any of FGI's rights or interests under this Lease or any of FGI's rights or interests in the
4 Premises, in whole or in part; nor shall FGI's rights or interests under or in this Lease be
5 Transferred or assigned by operation of law or otherwise, except as provided below. The
6 assignee, purchaser or transferee of FGI's interest in this Lease is referred to as a "Transferee."
7 FGI shall have no right to make any Transfer of its rights under this Lease if FGI is then in
8 default under this Lease.

9 21.3.2 FGI may Transfer this Lease upon notice to PSA (without the consent of
10 PSA) to any Transferee which is an Affiliate of FGI, including any inter vivos or testamentary
11 trust or the estate or heirs of Allen, subject to Section 21.4.

12 21.3.3 FGI may Transfer this Lease upon notice to PSA (without the consent of
13 PSA) to any Transferee which, or an Affiliate of which, is also the transferee of at least the
14 controlling interest in Team, subject to Section 21.5.

15 21.3.4 Any other proposed Transfer requires the consent of PSA. PSA shall
16 consent to a Transfer by FGI in the event that the Transferee meets all of the following criteria in
17 PSA's reasonable judgment:

18 21.3.4.1 The Transferee has a net worth at the time of Transfer of the lesser
19 of (x) at least \$100,000,000, Indexed every five (5) years, or (y) sufficient net worth (as
20 determined by PSA in its sole discretion) to perform all of the obligations of FGI under the terms
21 of this Lease, and

22 21.3.4.2 The Transferee or its Management Company has Sufficient
23 Experience. "Sufficient Experience" means either:

24 (i) The Transferee or its Management Company has entered
25 into employment contracts with the key management employees of FGI; or

26 (ii) The Transferee or its Management Company or any of its
27 employees has managed or had substantial responsibility for management for at least five (5)
28 years in the aggregate (x) sports facilities used as the home venue for a Major League Baseball,
29 National Football League, National Basketball Association, or National Hockey League team (or
30 similar or successor major league franchise), and (y) exhibition halls of at least similar size to

1 the Exhibition Hall; has never been convicted of a felony, has never been terminated under a
 2 management agreement or lease of facilities by reason of its default; and has a demonstrated
 3 record of reasonable business success.

4 21.3.4.3 FGI shall give PSA written notice of a proposed Transfer sixty (60)
 5 days prior to the effective date of the Transfer together with a copy of the Transfer agreement
 6 executed by FGI and the proposed Transferee, and documentation reasonably sufficient to show
 7 that the Transferee meets the criteria in Section 21.3.4.1 and 21.3.4.2.

8 21.3.5 Any Transferee must also assume in writing the obligations of FGI under
 9 this Lease and the Person which executed the Master Lease Guaranty must execute a
 10 reaffirmation of the Master Lease Guaranty or a Person with a net worth of not less than
 11 \$100,000,000 must execute a replacement Master Lease Guaranty in identical form.

12 21.3.6 Without limiting the generality of the foregoing, no Transfer shall be
 13 effective if any Event of Default exists under this Lease or unless and until the Transferee
 14 assumes all the obligations of FGI hereunder accruing on and after the effective date of the
 15 Transfer.

16 21.3.7 Without Transferring this Lease, FGI may hire an agent (a "Management
 17 Company") to manage the Exhibition Hall and/or Parking Facilities and/or the Stadium provided
 18 the Management Company satisfies the criteria specified in Section 21.3.4.2.

19 21.4 FGI Liability

20 Upon any Transfer pursuant to Section 21.3.2, but not 21.3.3 or 21.3.4, FGI shall
 21 continue to be liable under the terms of this Lease, as a guarantor of the Transferee's
 22 performance of its obligation under this Lease.

23 21.5 Rent Letter of Credit

24 21.5.1 Upon any Transfer pursuant to Section 21.3.3 or 21.3.4, Transferee shall
 25 provide PSA with a standby letter of credit in the amount of at least the amount of the Rent paid
 26 by FGI for the most recently completed Lease Year (the "Rent Letter of Credit"). The Rent
 27 Letter of Credit shall be issued by a financial institution reasonably acceptable to PSA. The Rent
 28 Letter of Credit shall be replaced annually by a new Rent Letter of Credit in the amount of at
 29 least the amount of the Rent paid for the then most recently completed Lease Year so that at all

1 times during the remaining Term, PSA holds a Rent Letter of Credit which is in full force and
2 effect.

3 21.5.2 PSA may draw upon the Rent Letter of Credit at any time that there is a
4 Event of Default related to payment of Rent which Transferee has not cured within the time
5 period allowed under this Lease. PSA may also draw on the Rent Letter of Credit if Transferee
6 has not provided PSA with a replacement Rent Letter of Credit at least five (5) days prior to
7 expiration of the then existing Rent Letter of Credit. The Rent Letter of Credit will be payable
8 against PSA's presentation of a sight draft. If PSA draws against the Rent Letter of Credit, then
9 the amount of credit available to PSA under the Rent Letter of Credit shall be immediately
10 restored to the amount available prior to the draw.

11 21.6 Covenants Binding on Successors and Assigns

12 All of the terms, conditions and covenants of this Lease shall inure to the benefit
13 of and be binding upon the successors of the respective Parties.

14 21.7 Transfer

15 For purposes of this Lease, a "Transfer" shall include any sale, assignment,
16 pledge, conveyance, encumbrance, subcontract, delegation, or other disposition, whether direct
17 or indirect, voluntary or involuntary, of FGI's interest in this Lease. A Transfer shall also include
18 a Change of Control.

19 21.8 Change of Control

20 For purposes of this Lease, "Control" shall mean the power, directly or indirectly,
21 to direct or cause the direction of the management or policies of the tenant under this Lease, by
22 virtue of ownership of voting securities or otherwise. A "Change of Control" shall refer to a
23 change in the control of the tenant under this Lease, which shall be deemed to have occurred if:

24 21.8.1 Change of Control of FNW

25 "Change of Control of FNW" means a change in the Control of FNW,
26 whether through a single transaction or series of transactions, which shall be deemed to have
27 occurred if:

28 21.8.1.1 The Allen Ownership Group ceases to have Control of FNW;

1 21.8.1.2 FNW merges or consolidates with another entity, unless following
2 the consummation of such transaction the Allen Ownership Group Controls the surviving entity;
3 or

4 21.8.1.3 FNW sells or otherwise disposes of all or substantially all of the
5 Team Assets to one or more persons or entities other than entities with respect to which the Allen
6 Ownership Group has Control.

7 For purposes of this Section 21.8.1, the "Allen Ownership Group" means Allen, or any
8 direct or indirect Affiliate of Allen, or any family member, heir, or trust of Allen, or any
9 combination of Allen, any such Affiliates, family members, heirs and/or trusts;

10 21.8.2 Change of Control of Other Transferee

11 "Change of Control of Other Tenant" means a change in the Control of
12 any Transferee other than a member of the Allen Ownership Group ("Other Transferee"),
13 whether through a single transaction or series of transactions, which shall be deemed to have
14 occurred if:

15 21.8.2.1 Affiliates of the Other Transferee at the time the Other
16 Transferee became the Transferee under this Lease ("Other Transferee Affiliates") cease to have
17 Control of the Other Transferee;

18 21.8.2.2 Other Transferee merges or consolidates with another
19 entity, unless following the consummation of such transaction Other Transferee Affiliates
20 Control the surviving entity; or

21 21.8.2.3 Other Transferee sells or otherwise disposes of all or
22 substantially all of the business or assets of Other Transferee to one or more Persons other than
23 Persons with respect to which the Other Transferee Affiliates have Control.

24 21.9 Unauthorized Transfer

25 If any right, title, or interest of FGI in this Lease, or Control of FGI, is Transferred = =
26 in violation of the provisions of this Section 21, such Transfer shall be null and void and of no
27 force or effect. Notwithstanding the foregoing, PSA shall have the right to collect from any such
28 Transferee an amount equal to the amounts payable to PSA under this Lease.

1 21.10 Stock Legends

2 FGI shall cause all certificates of stock in FGI to be surrendered to FGI and shall
3 place on each such certificate a legend in the following form:

4 THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE
5 SUBJECT TO RESTRICTIONS SET FORTH IN THAT CERTAIN MASTER
6 LEASE DATED NOVEMBER 24, 1998 BETWEEN THE WASHINGTON
7 STATE PUBLIC STADIUM AUTHORITY AND THE CORPORATION AND
8 NONE OF SUCH SHARES, OR ANY INTEREST THEREIN, SHALL BE
9 TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT AS PROVIDED
10 IN SUCH MASTER LEASE. A COPY OF THE MASTER LEASE IS
11 AVAILABLE FOR INSPECTION WITHOUT CHARGE IN THE OFFICE OF
12 THE CORPORATION.

13
14 SECTION 22 DEFAULT

15 22.1 Event of Default

16 The occurrence of any of the following shall constitute an "Event of Default":

17 22.1.1 Failure of FGI to pay when due any payment owed to PSA, or to pay any
18 Imposition or any other payment required under this Lease when due (except as and to the extent
19 permitted under Section 10.2 of this Lease), or the failure to maintain any of the insurance
20 coverage required and the occurrence or failure continues for a period of ten (10) Business Days
21 after written notice of such failure or occurrence is given to FGI by PSA;

22 22.1.2 FGI being in breach of, or FGI failing to perform, comply with, or observe
23 any other term, covenant, warranty, condition, agreement or undertaking contained in or arising
24 under this Lease other than those referred to above in Section 22.1.1 and FGI fails to cure the
25 default within thirty (30) days after written notice thereof is given by PSA to FGI. However, if
26 the default is one which can be cured, but cannot be cured (without regard to the availability of
27 funds or the financial condition of FGI) within such 30-day period, and FGI proceeds promptly
28 and thereafter prosecutes with due diligence the curing of the default, then the time for curing of
29 the default shall be extended for the period of time necessary to complete the cure so long as

1 PSA's interest in the Premises will not be adversely affected by the delay in FGI's cure of such
2 default.

3 22.1.3 FGI being in breach of, or FGI failing to perform, comply with, or observe
4 any material term, covenant, warranty, condition, agreement or undertaking contained in or
5 arising under the Stadium Use Agreement and FGI fails to cure the default within thirty (30) days
6 after written notice thereof is given by Team to FGI. However, if the default is one which can be
7 cured, but cannot be cured (without regard to the availability of funds or the financial condition
8 of FGI) within such 30-day period, and FGI proceeds promptly and thereafter prosecutes with
9 due diligence the curing of the default, then the time for curing of the default shall be extended
10 for the period of time necessary to complete the cure so long as FGI's interest in the Stadium use
11 Agreement will not be adversely affected by the delay in FGI's cure of such default.

12 22.1.4 FGI making an assignment for the benefit of creditors, filing a petition in
13 bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver or
14 any trustee for it or a substantial part of its assets, or commencing any proceedings under any
15 bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or
16 statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any
17 petition or application, or any proceeding shall have been commenced against FGI, in which an
18 order for relief is entered or which remains undismissed for a period of ninety (90) days or more;
19 or FGI by any act or omission indicating its consent to, approval of or acquiescence in any such
20 petition, application or proceeding or order for relief or the appointment of a custodian, receiver
21 or any trustee for it or any substantial part of any of its properties, or suffering any such
22 custodianship, receivership or trusteeship to continue undischarged for a period of ninety (90)
23 days or more;

24 22.1.5 FGI being generally unable to pay its debts as such debts become due;

25 22.1.6 FGI having concealed, removed, or permitted to be concealed or removed,
26 any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or
27 making or suffering a transfer of any of its property which may be fraudulent under any
28 bankruptcy, fraudulent conveyance or similar law; or suffering or permitting, while insolvent,
29 any creditor to obtain a lien upon any of its property through legal proceedings or distraint which
30 is not vacated within thirty (30) days from the date thereof; or

22.1.7 PSA being in breach of, or PSA failing to perform, comply with, or observe any term, covenant, warranty, condition, agreement or undertaking contained in or arising under this Lease and PSA fails to cure the default within ten (10) Business Days as to any monetary default and thirty (30) days as to any other default, after written notice thereof is given by FGI to PSA. However, if any nonmonetary default is one which can be cured, but cannot be cured (without regard to the availability of funds or the financial condition of PSA) within such 30-day period, and PSA proceeds promptly and thereafter prosecutes with due diligence the curing of the default, then the time for curing of the default shall be extended for the period of time necessary to complete the cure so long as FGI's interest in the Premises will not be adversely affected by the delay in PSA's cure of such default.

22.1.8 A default under the Development Agreement by FGI, but only if the Guarantor under the Completion and Payment Guaranty has also failed to perform under the Completion and Payment Guaranty.

22.2 Termination of Lease

In addition to all other rights and remedies available to PSA by law or equity, PSA may, at any time after the occurrence of any Event of Default by FGI, terminate this Lease by notice to FGI, and PSA may reenter upon and take possession of the Premises by self-help or other means. If either Party disputes whether an Event of Default has occurred, such dispute shall be resolved by Dispute Resolution. If a default asserted under Section 22.1 is contested by the Party asserted to be in default, the time for curing the default shall commence upon the rendering of the Dispute Resolution decision, or other resolution of the dispute. However, if part of the matter subject to Dispute Resolution is capable of performance to the extent not in dispute (e.g., the undisputed portion of monies owing), performance to the extent not in dispute shall be a condition precedent to the effectiveness of this Section 22.2.

22.3 Effect of Termination

Subject to the provisions of Section 21 (relating to Sublessees), upon termination of this Lease under Section 22.2, all rights and privileges of FGI and all duties and obligations of PSA hereunder shall terminate. Immediately upon the termination of the Lease, and without further notice to any other party, PSA shall have the right to assert, perfect, establish and confirm all rights to the Premises reverting to PSA by reason of the termination by any means permitted

1 by law, including the right to take possession of the Premises and to remove all personal property
 2 from the Premises and all persons occupying them except Sublessees with Nondisturbance as
 3 permitted under this Lease. PSA may in all respects take the actual, full and exclusive
 4 possession of the Premises, thereby wholly terminating any right, title, interest or claim of or
 5 through FGI as to the Premises, the Project Improvements, and all Personal Property located on
 6 the Premises, excepting therefrom FGI's Personal Property as defined in Section 23.1.

7 22.4 Damages and Remedies

8 22.4.1 For a breach during the Term, the exercise by either Party of any remedy
 9 arising by virtue of an Event of Default shall not be considered exclusive, but either Party may
 10 exercise any and all other rights or remedies provided by this Lease or by law or equity. In
 11 pursuing remedies, PSA or FGI may elect to sue the other with or without terminating this Lease.
 12 The termination of the Term pursuant to this Section 22 shall not extinguish the right of either
 13 Party to collect damages including without limitation direct and consequential damages arising
 14 from the breach of this Lease by the other Party.

15 22.4.2 FGI shall be liable for the continued payment of Rent under this Lease
 16 accruing up to the end of the Term specified in this Lease notwithstanding the early termination
 17 of the Term due to an Event of Default and the reentry of PSA before the normal expiration of
 18 the Term. PSA may at any time after termination of this Lease, recover from FGI the worth at
 19 that time (discounted to present value at the time of termination) of the excess, if any, of the
 20 amount of the Rent reserved in this Lease for the balance of the Term (had such termination not
 21 occurred) over the then reasonable rental value of the Premises for the same period. The
 22 "reasonable rental value" shall be the amount of rental which PSA can reasonably be expected to
 23 obtain as rent for the remaining balance of the Term (to its normal expiration date, excluding
 24 unexercised Extension Periods and the Completion Term), had such termination and default not
 25 occurred. In addition, FGI shall be liable for and PSA may recover the estimated value of the
 26 lost Percentage Rent during the period from the date of early termination of the Term due to an
 27 Event of Default to the date of the first Exhibition Hall Event held after such termination which
 28 is not held pursuant to an agreement originally between FGI and the holder of that Exhibition
 29 Hall Event; provided that FGI shall get credit for all Exhibition Hall Events held during such
 30 period, and PSA shall use Reasonable Efforts to mitigate its damages.

22.4.3 PSA shall credit against sums owed by FGI the net proceeds, if any, of any reletting or operation of the Premises after deducting PSA's reasonable expenses in connection with the reletting and operation of the Premises. Reasonable expenses shall include but not be limited to repossession costs, brokerage commissions, legal expenses, employee expenses, alteration costs reasonably incurred and other reletting expenses.

22.4.4 Nothing in this Section 22 shall relieve PSA of its duty to use Reasonable Efforts to mitigate its damages as required by law.

22.5 No Waivers

No failure by any Party to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any breach, or the acceptance of full or partial Rent during the continuance thereof, shall constitute a waiver of any such breach or of any provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of any Party hereto with respect to any other then existing or subsequent breach. A waiver must be in writing and signed by the Party to be bound by such waiver.

22.6 Performance by PSA of FGI's Defaulted Obligations

In case of failure on the part of FGI to pay any money, or do any act to satisfy any of the obligations or covenants which it is required to pay, do, or satisfy under the provisions of this Lease, PSA may, at its option, after ten (10) Business Days' prior written notice to FGI, pay any or all of the sums, or do any or all such acts which require the payment of money, or incur any reasonable expense to remedy the failure of FGI to perform any one or more of the covenants contained in this Lease. FGI shall repay to PSA the sums advanced by PSA on demand together with Default Interest from the date payment is made by PSA. PSA shall not be obligated to so cure any of FGI's defaults; and such right to cure shall be in addition to and not in lieu of any other right or remedy.

SECTION 23 SURRENDER UPON TERMINATION

23.1 FGI's Obligation

Upon any termination of this Lease, FGI shall surrender possession of the Premises and Personal Property included in the Premises to PSA in First-Class Condition, except

1 for normal wear and tear, as provided in Section 11.1.2. With respect to personal property of
 2 FGI that is not included in the Personal Property but is located at the Premises, PSA and FGI,
 3 within five (5) days preceding the date of termination of this Lease, shall conduct an inventory of
 4 all personal property claimed by FGI to be FGI's personal property and not included in the
 5 Personal Property ("FGI's Personal Property"). In the event that PSA and FGI disagree about
 6 what is included in FGI's Personal Property, that matter shall be resolved by Dispute Resolution.

7 23.2 FGI's Personal Property

8 Within five (5) Business Days of the completion of the inventory of FGI's
 9 Personal Property, FGI shall identify those items of FGI's Personal Property which FGI is
 10 willing to sell to PSA, for cash based by those items then fair market value. PSA shall have five
 11 (5) Business Days to give FGI notice of the items of FGI's Personal Property, which PSA is
 12 willing to purchase. Within five (5) Business Days after PSA's notice to FGI, FGI shall remove
 13 from the Premises all of the items of FGI's Personal Property which are not being purchased by
 14 PSA. Any dispute as the fair market value of FGI's Personal Property shall be resolved by
 15 Dispute Resolution.

16 23.3 No Rights to Accounts

17 Upon any termination of this Lease, FGI shall have no rights to any funds in the
 18 Naming Rights Account or Capital Improvements Account other than its rights pursuant to
 19 Section 11.5 provided that FGI makes claim within three (3) months of termination of the Lease.
 20

21 SECTION 24 DISPUTE RESOLUTION

22 24.1 Applicability

23 Any dispute (a "Dispute") shall be resolved by dispute resolution in accordance
 24 with this Section 24, to the extent permitted by Laws, except where a Party is expressly
 25 permitted or required to resort to judicial, administrative, or other legal proceedings or other
 26 rights or remedies at law or in equity ("Dispute Resolution"). In the event either Party believes a
 27 Dispute exists, it shall give notice to the other specifying in reasonable detail the nature of such
 28 Dispute. The Parties shall seek in good faith to negotiate a settlement of the Dispute, including,
 29 without limitation, by agreeing to reasonable requests of the other to hold a meeting to discuss
 30 such Dispute.

EXHIBIT 4
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1 24.2 Designation of Arbitrator

2 If within fifteen (15) days after the effective date of any notice given pursuant to
3 Section 24.1 (a "Dispute Notice") the Parties have been unable to reach a resolution of the
4 Dispute, the Parties shall jointly appoint an arbitrator who is an attorney with at least ten (10)
5 years' substantial experience relevant to the subject matter of the Dispute. If the Parties fail to
6 agree upon an arbitrator within twenty (20) days after the effective date of the Dispute Notice,
7 the Parties shall each designate, by written notice to the other given not later than twenty-five
8 (25) days after the effective date of the Dispute Notice; a representative, who need not be neutral
9 and who is an attorney with at least ten (10) years' substantial experience relevant to the subject
10 matter of the Dispute. If either Party fails to designate a representative within this period, the
11 representative of the Party who met the deadline shall act as arbitrator. If both Parties meet the
12 deadline, the two representatives shall, within ten (10) Business Days after the last of the two
13 representatives is designated, select an arbitrator who is an attorney with at least ten (10) years'
14 substantial experience relevant to the subject matter of the Dispute. If the representatives cannot
15 agree on an arbitrator, the Presiding Judge of the Superior Court for King County, Washington
16 shall, upon application by either Party, select an arbitrator having such qualification. The
17 arbitrator chosen pursuant to this Section 24.2 shall be the sole arbitrator.

18 24.3 Scope of Dispute Resolution

19 In connection with any Dispute Resolution issue (of which there may be more
20 than one in any Dispute Resolution proceeding), each Party may, but need not, submit in writing
21 the specific requested action or decision it wishes to take or make with respect to the Dispute;
22 however, the arbitrator may, but need not, choose one or the other Party's specific requested
23 actions or decisions, or may order any compromise position.

24 24.4 Conduct of Dispute Resolution

25 Except to the extent provided in this Lease, or as the Parties may otherwise agree
26 in writing, any Dispute Resolution proceeding shall be conducted in accordance with the
27 Commercial Arbitration Rules and the Expedited Procedures of the American Arbitration
28 Association ("AAA") then in force. Although the Commercial Arbitration Rules of the AAA
29 shall be used to govern the conduct of the Dispute Resolution, the arbitrator shall be chosen by
30 the procedure described in Section 24.2 and the Dispute Resolution shall not be conducted

1 through the AAA, unless the Parties otherwise agree. For purposes of a Dispute Resolution
 2 conducted under this Section 24, whenever the AAA Commercial Arbitration Rules refer to the
 3 "tribunal administrator," such reference shall be deemed to be the arbitrator chosen under
 4 Section 24.2. The Parties expressly agree that any Dispute Resolution proceeding may proceed
 5 in the absence of any Party who, after due notice, fails to be present at such Dispute Resolution
 6 or to obtain an adjournment, and that, in such event, an award may be made based solely upon
 7 the evidence submitted by the Party who is present. All Dispute Resolution proceedings shall be
 8 conducted in Seattle, Washington or in such other location as the Parties may agree. In making
 9 any determination, the arbitrator shall apply the pertinent provisions of this Lease without
 10 modification or qualification in any respect. The arbitrator shall furnish the Parties with a written
 11 decision within thirty (30) days after the date the arbitrator is selected.

12 24.5 Effect on Lease

13 Unless otherwise agreed in writing, during the period that any Dispute Resolution
 14 is pending under this Section 24, the Parties shall continue to comply with all terms and
 15 provisions of this Lease which are not the subject of the Dispute.

16 24.6 Effect of Determination

17 The decision or award rendered by the arbitrator shall be final, nonappealable, and
 18 binding upon the Parties, and judgment may be entered upon it in accordance with applicable law
 19 in a court of competent jurisdiction. If the arbitrator determines that an Event of Default has
 20 occurred, the provisions of Section 22.4 shall govern the damages and/or other remedies which
 21 may be ordered by the arbitrator. Neither the requirement to utilize the procedures set forth in
 22 this Section 24, nor the pendency of any Dispute Resolution proceeding, shall in any way
 23 invalidate any notices or extend any cure periods provided for in this Lease.

24 24.7 Equitable Proceedings

25 In the event a Party desires to seek interim relief, whether affirmative or
 26 prohibitive, in the form of a temporary restraining order, preliminary injunction, or other interim
 27 equitable relief with respect to a Dispute, either before or after the initiation of an Dispute
 28 Resolution proceeding, that Party may initiate the judicial proceeding necessary to obtain such
 29 relief ("Equitable Proceeding"). Nothing in this Section 24.7 shall be construed to suspend or
 30 terminate the obligation of the Parties to comply with the procedures set forth in this Section 24

1 with respect to the Dispute that is the subject of such Equitable Proceeding during the pendency
 2 of any such Equitable Proceeding, including any appeal or review. Any interim or appellate
 3 relief granted in such Equitable Proceeding shall remain in effect until, and only until, the
 4 procedures set forth in this Section 24 result in a settlement agreement or a determination by an
 5 arbitrator with respect to the Dispute. Such settlement agreement or determination shall be the
 6 binding and final determination on the merits of the Dispute (including, without limitation, any
 7 equitable relief and monetary damages, but excluding any award of attorneys' fees or costs
 8 rendered in the Equitable Proceeding), shall supersede and nullify any decision in the Equitable
 9 Proceeding on the merits of the dispute that is the subject of such Equitable Proceeding as
 10 between FGI and PSA, and shall preclude any subsequent litigation on such merits,
 11 notwithstanding any determination to the contrary in connection with any Equitable Proceeding
 12 granting or denying interim relief.

13 24.8 Specific Enforcement

14 24.8.1 FGI acknowledges that the covenants set forth in Sections 7.2, 8.1, 8.5,
 15 8.6, 8.7, 8.8 and 8.9 are material and essential elements of the transactions contemplated by this
 16 Lease, and that in the event of a FGI default under any of those Sections, PSA may not have an
 17 appropriate remedy at law. Accordingly, in addition to its other remedies available at law or in
 18 equity, in the event of a breach or threatened breach of any of Sections 7.2, 8.1, 8.5, 8.6, 8.7, 8.8
 19 and 8.9, PSA shall be entitled to obtain injunctive relief including specific enforcement from a
 20 court of competent jurisdiction, and may elect to bypass Dispute Resolution.

21 24.8.2 PSA acknowledges that the covenants set forth in Sections 19.3 and 25 are
 22 material and essential elements of the transactions contemplated by this Lease, and that in the
 23 event of a PSA default under any of those Sections, FGI may not have an appropriate remedy at
 24 law. Accordingly, in addition to its other remedies available at law or in equity, in the event of a
 25 breach or threatened breach of any of Sections 19.3 and 25, FGI shall be entitled to obtain
 26 injunctive relief including specific enforcement from a court of competent jurisdiction, and may
 27 elect to bypass Dispute Resolution.

1 24.9 Further Disputes

2 The Parties agree that any Disputes which arise during the Term out of a
3 settlement agreement or arbitrator's determination shall be resolved exclusively by the
4 procedures set forth in this Section 24.

5
6 SECTION 25 CONFIDENTIALITY; PUBLIC DISCLOSURE OF INFORMATION

7 PSA shall keep confidential those matters which are exempt from public
8 disclosure under the Act, other applicable Laws, and this Section.

9 25.1 Nondisclosure of Exempt Public Records

10 PSA acknowledges that certain FGI Documents may be exempt from public
11 disclosure under RCW Chapter 42.17, RCW Chapter 19.108 or other applicable law. Section
12 119 of the Act provides that PSA may refuse to disclose financial information on FGI, the Team,
13 concessionaires and sublessees. In addition, Section 120(1)(j) of the Act provides that financial
14 and commercial information requested by PSA from any Person that leases or uses the Project is
15 exempt from public inspection and copying.

16 25.1.1 Before providing PSA with any documents or other materials or
17 information of its own or of any other Person ("FGI Documents"), FGI shall determine based on
18 the good faith advice of its legal counsel whether FGI believes particular FGI Documents are
19 exempt or are permitted to be exempt from public disclosure ("Exempt Information"). FGI shall
20 endeavor to mark Exempt Information as "confidential" or with another mark of similar import
21 before transmitting Exempt Information to PSA.

22 25.1.2 PSA and its PSA Related Parties and their respective agents, contractors
23 and consultants shall refuse to disclose Exempt Information to any person, agency, or entity other
24 than its board members, employees, agents, or consultants without the prior consent of FGI and
25 shall at all times maintain the confidentiality of Exempt Information. PSA shall inform each of
26 its board members, employees, agents, and consultants of the existence of this Agreement and
27 shall require them to comply fully with its provisions prior to disclosing to any such board
28 member, employee, agent, or consultant any Exempt Information. FGI shall not unreasonably
29 withhold its consent to a PSA request to disclose Exempt Information, and FGI shall base its
30 decision with respect to consent on the good faith advice of its legal counsel.

1 25.1.3 Except for the information provided by FGI pursuant to Section 8.9,
2 financial and commercial information provided to PSA by FGI and any user of the Project is
3 exempt from public inspection and copying, and PSA shall enforce such exemption.

4 25.2 Public Disclosure Requests

5 If any FGI Documents become the subject of a request for public disclosure, PSA
6 shall promptly notify FGI of such request and how PSA intends to respond with respect to
7 particular FGI Documents. Unless compelled by law or consented to by FGI, PSA shall not
8 disclose any FGI Documents until ten (10) Business Days after the date PSA notifies FGI of the
9 disclosure request. During that time, FGI may determine (based on the good faith advice of
10 FGI's legal counsel) whether FGI believes any of the FGI Documents requested are Exempt
11 Information (in addition to FGI Documents previously determined to be Exempt Information).
12 PSA shall not disclose Exempt Information, and FGI shall defend, indemnify and hold harmless
13 PSA from all damages, penalties, attorneys fees and costs PSA actually incurs related to denying
14 the request for public disclosure of Exempt Information.

15 25.2.1 Remedies

16 FGI is entitled to seek injunctive relief to prevent PSA from disclosing
17 Exempt Information, but shall not be entitled to damages.

18 25.2.2 Disclosure of Non-Exempt Information Expressly Permitted

19 Nothing in this Agreement is intended, nor shall it be construed, to prevent
20 PSA from disclosing information that State law requires PSA to disclose, that is required to be
21 disclosed by a court or other public authority or agency, that was public at the time it was
22 furnished to PSA, or that became public through any means other than the act of PSA or its board
23 members, employees, agents, or consultants.

24 25.3 Ownership of FGI Documents

25 Except to the extent, if any, that FGI Documents and any copies thereof made by
26 or for PSA are "public records" subject to applicable document retention requirements under
27 State law, all such documents shall be and remain the sole and exclusive property of PSA. At the
28 end of any applicable records retention period, upon the request of FGI, PSA shall, to the extent
29 permitted by law and at FGI's expense, return or destroy (at FGI's option) all FGI Documents

1 and any copies of those FGI Documents in PSA's possession, except for copies of FGI
2 Documents that would be reasonably necessary for PSA to use if the Term ended.

3 25.4 PSA Use of FGI Documents

4 Nothing in this Agreement is intended to prohibit PSA from excerpting Exempt
5 Information from FGI Documents to develop its own documents analyzing particular issues;
6 provided however, that such PSA documents shall not identify FGI as the source of particular
7 Exempt Information without FGI's prior consent, and the particular Exempt Information shall
8 not be identified in any such PSA documents as relating to FGI.

9 25.5 Document Designation

10 The fact that an FGI Document is not marked as "confidential" or with other
11 words of similar import shall not relieve any Party of their obligations hereunder.

12 25.6 Term

13 For valuable consideration, including the execution of this Agreement, the
14 provisions of this Section 25 shall be retroactive to January 30, 1998, and shall continue through
15 the Term.

17 SECTION 26 GENERAL PROVISIONS

18 26.1 Overriding Legal Requirements

19 It is the intention of the Parties that this Lease be fully consistent with and, to the
20 extent applicable, give effect to the Act. Anything herein seemingly inconsistent with the Act
21 shall be interpreted in a manner which is consistent with the Act, and which most closely gives
22 effect to the provisions of this Lease.

23 26.2 Compliance With Law; No Discrimination

24 FGI shall at all times conduct its activities with respect to the Project in
25 compliance with all applicable Laws, including Laws with respect to discrimination; and FGI
26 shall include this covenant in every agreement or contract with any Person used by FGI in its
27 activities with respect to the Project. FGI may challenge the interpretation or application of any
28 Laws, so long as such contest is in good faith and does not jeopardize PSA's interest in the
29 Project, and so long as FGI indemnifies PSA from any cost, loss, or liability on account of the
30 contest.

1 26.3 Estoppel Certificates

2 Each Party shall at any reasonable time, and from time to time, within ten (10)
 3 Business Days after written request by the other Party, execute, acknowledge and deliver to the
 4 requesting Party or to any assignee or subtenant designated by the requesting Party, a certificate
 5 stating that (a) this Lease is in full force and effect and has not been modified, supplemented or
 6 amended in any way, or if there have been modifications, this Lease is in full force and effect as
 7 modified, identifying such modification agreement; and if this Lease is not in force and effect,
 8 the certificate shall so state; (b) the dates on which the term of this Lease commenced;
 9 (c) whether all conditions under this Lease to be performed by a designated Party, to the
 10 knowledge of the other Party, have been satisfied and, as of the date of such certificate, whether
 11 there are any existing defenses or offsets which one Party has against the enforcement of this
 12 Lease by another Party, or, if such conditions have not been satisfied or if there are any defenses
 13 or offsets, the certificate shall so state. The party to whom any such certificate shall be issued
 14 may rely on the matters therein set forth and thereafter the Party issuing the same shall be
 15 estopped from denying the veracity or accuracy of the same.

16 26.4 Indexing

17 "Indexed" means adjusting a dollar value by the percentage change in the Index
 18 from the December 31 immediately preceding a "reference date" to the December 31
 19 immediately preceding the Lease Year in which the "adjustment date" occurs. Unless another
 20 reference date is identified when the term "Indexed" is used (e.g., "Indexed as of the
 21 Commencement Date"), the reference date is the Completion Date. Unless another "adjustment
 22 date" is indicated, adjustment dates are anniversaries of the reference date. Unless another period
 23 is identified when the term "Indexed" is used (e.g., "Indexed every five (5) years"), the dollar
 24 value is Indexed annually. "Index" means the Consumer Price Index for All Urban Consumers
 25 (CPI-U), Seattle-Tacoma, All Items (1982=1984=100) issued by the Bureau of Labor Statistics of
 26 the United States Department of Labor. If the CPI-U ceases to use the 1982-1984 average
 27 equaling 100 as the basis of calculation, or if a change is made in the term or number of items
 28 contained in the CPI-U, or the CPI-U is altered, modified, converted or revised in any other way,
 29 then the determination of the CPI Change shall be made with the use of such conversion factor,
 30 formula or table for converting such index as may be published by the Bureau of Labor Statistics.

1 If the CPI-U is no longer published by the Bureau of Labor Statistics, than any substitute or
 2 successor index published by said Bureau or other governmental agency of the United States will
 3 be used, as shall be agreed upon by FGI and PSA and, if agreement cannot be reached the matter
 4 shall be subject to Dispute Resolution.

5 26.5 Good Faith Consideration

6 Whenever PSA is permitted the opportunity to review and comment under this
 7 Lease, FGI shall give its good faith consideration to PSA's comments, although it shall not be
 8 otherwise obligated with respect to such comments.

9 26.6 No Partnership

10 Nothing in this Lease or in any instrument relating to this Lease shall be construed
 11 as creating a partnership or joint venture between PSA and FGI, or cause PSA to be responsible
 12 in any way for debts or obligations of FGI or any other Party.

13 26.7 Time of the Essence

14 Time is of the essence of this Lease and of each and every term, covenant,
 15 agreement, condition and provision of this Lease.

16 26.8 Captions

17 The captions of this Lease and the table of contents preceding this Lease are for
 18 convenience and reference only, and are not a part of this Lease, and in no way amplify, define,
 19 limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

20 26.9 Meaning of Terms

21 Words of any gender in this Lease shall be held to include any other gender and
 22 words in the singular number shall be held to include the plural when the sense requires.

23 26.10 Lease Construed as a Whole

24 The language in all parts of this Lease shall in all cases be construed as a whole
 25 according to its fair meaning and neither strictly for nor against PSA or FGI.

26 26.11 Waivers

27 No waiver made by any Party with respect to the performance, or manner or time
 28 thereof, of any obligation of any other Party or any condition of a Party's own obligation under
 29 this Lease shall be considered a waiver of any rights of the other Party or condition of such other
 30 Party's obligation beyond those expressly waived and to the extent thereof, or a waiver in any

1 respect in regard to any other rights of the Party making the waiver or any other obligations of
 2 the Party. No waiver by any Party of any provision of this Lease or any breach thereof, shall be
 3 of any force and effect unless in writing; and no such waiver shall be construed to be a
 4 continuing waiver.

5 26.12 Severability

6 If any provision of this Lease or the application thereof to any person or
 7 circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the
 8 application of that provision to persons or circumstances other than those as to which it is invalid
 9 or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid
 10 and be enforced to the fullest extent permitted by law.

11 26.13 Survival

12 Each provision of this Lease, the full performance of which is not required prior
 13 to the expiration of the Term hereof or its earlier termination shall survive expiration or earlier
 14 termination, and be fully enforceable thereafter, including, without limitation, all indemnity
 15 obligation hereunder.

16 26.14 Memorandum of Lease

17 The Parties shall execute and acknowledge a Memorandum of this Lease in the
 18 form attached as Exhibit 26.14 for public recordation purposes, so that public notice of the Term
 19 of the Lease be given. However, this Lease shall not be recorded.

20 26.15 Amendment

21 This Lease may be amended only in writing, signed by both PSA and FGI

22 26.16 Commissions

23 PSA and FGI shall defend, indemnify and hold harmless the other from any and
 24 all claims or demands, requests by real estate brokers, agents or finders with whom such
 25 indemnifying Party may have dealt in connection with this Lease.

26 26.17 Notices

27 A notice or communication under this Lease by a Party to the other Party shall be
 28 in writing and sufficiently given upon personal delivery or upon sending of a confirmed facsimile
 29 copy (either by automatic electronic confirmation or by declaration of the sender) directed to the
 30 Fax Number of the Party set forth below, or if dispatched by registered or certified mail, postage

1 prepaid, return receipt requested or by a delivery service or "overnight delivery" service that
 2 provides a written confirmation of delivery, and addressed to a Party as follows:

3
 4 If to PSA: WASHINGTON STATE PUBLIC STADIUM
 5 AUTHORITY
 6 401 Second Avenue South, Suite 520
 7 Seattle, WA 98104
 8 Attn: Mr. Phillip K. Kushlan
 9 Fax No.: 206-205-8604
 10 Confirmation No.: 206-205-8600

11 with a copy to: BALL JANIK LLP
 12 101 SW Main Street, Suite 1100
 13 Portland, OR 97204
 14 Attn: Stephen T. Janik
 15 Fax No.: 503-295-1058
 16 Confirmation No.: 503-228-2525

17 If to FGL: FIRST & GOAL INC.
 18 110 - 110th Ave. N.E., Suite 550
 19 Bellevue, WA 98004
 20 Attn: Robert J. Whitsitt, President
 21 Fax No.: 425-453-1985
 22 Confirmation No.: 425-453-1940

23
 24 with a copy to: FIRST & GOAL INC.
 25 110 - 110th Ave. N.E., Suite 550
 26 Bellevue, WA 98004
 27 Attn: Mr. Richard E. Leigh, Jr.
 28 Vice President and General Counsel
 29 Fax No.: 425-453-1985
 30 Confirmation No.: 425-453-1940

31
 32 and: Foster Pepper & Shefelman PLLC
 33 1111 Third Avenue, Suite 3400
 34 Seattle, Washington 98101
 35 Attn: Allen D. Israel
 36 Fax No.: 206-447-9700
 37 Confirmation No.: 206-447-4400
 38

39 Each Party may by notice to all other Parties, specify a different address or Fax or
 40 Confirmation number for subsequent notice purposes. Notice shall be deemed effective on the
 41 date of actual receipt or three days after the date of mailing, whichever is earlier.

1 26.18 Consents and Approvals

2 Whenever the consent, approval, authorization or similar response of a Party is
3 required, or whenever a Party has the right to approve or give its consent, unless a different
4 standard is explicitly stated, that Party's consent, approval, authorization or similar response
5 shall neither be unreasonably withheld, conditioned nor delayed. Any refusal to consent,
6 disapproval or similar negative response by that Party shall be in writing and must include a
7 detailed explanation for the refusal to consent, disapproval or similar negative response. Unless
8 a different standard is explicitly stated, if the Party makes no response within a definite time
9 period provided for response, an affirmative response (i.e. consent, approval, authorization or
10 similar affirmative response) shall be deemed. The statement of a definite period for giving a
11 response shall entitle the responding Party to give its response at any time within such period;
12 provided, however, that neither Party shall purposefully delay considering or giving any
13 requested response, and each Party will proceed in good faith to give such response in a timely
14 manner.

15 26.19 Incorporation of Exhibits by Reference

16 The Exhibits to this Lease are incorporated by reference as part of this Lease as
17 though set forth in full in this Lease.

18 26.20 Non-Waiver of Government Rights

19 By entering into this Lease and the Related Agreements, PSA is specifically not
20 obligating any other governmental agency with respect to any discretionary or regulatory action
21 relating to operation of the Project. By entering into this Lease and the Related Agreements,
22 PSA is binding itself to the covenants in this Lease and the Related Agreements and such other
23 covenants as may be implied from this Lease and the Related Agreements, but PSA is not
24 otherwise limiting its governmental authority under the Act; provided PSA shall not exercise its
25 governmental authority (as-opposed to its contractual authority under this Lease or any Related
26 Agreement which is not considered PSA's "governmental" authority for purposes of this Section)
27 so as to impose any economic or operational burdens or impacts on FGI or the Project, either
28 directly or indirectly, not provided in this Lease or the Related Agreements.

1 26.21 Exclusive Remedies

2 The rights and remedies expressly set forth in this Lease shall be deemed
3 exclusive, except where otherwise indicated.

4 26.22 No Third-Party Beneficiaries

5 The Parties intend that the rights, obligations and covenants in this Lease shall be
6 exclusively enforceable by the Parties. Except as expressly provided herein, there are no third-
7 party beneficiaries to this Lease.

8 26.23 Further Actions

9 At the request of either Party, the other Party shall, without further consideration,
10 promptly execute and deliver such other instruments and take such further actions as may be
11 necessary or appropriate to confer upon the requesting Party the benefits contemplated by this
12 Lease, and which are not contrary to the provisions of this Lease.

13 26.24 Attorneys' Fees

14 In the event a suit, action, Dispute Resolution, or other proceeding of any nature
15 whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is
16 instituted, or the services of an attorney are retained, to interpret or enforce any provision of this
17 Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting Party
18 shall be entitled to recover from the losing or defaulting Party its attorneys', paralegals',
19 accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and
20 reasonably necessary in connection therewith. In the event of suit, action, Dispute Resolution, or
21 other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include
22 fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts
23 provided by law. In any suit, action, Dispute Resolution, or other proceeding in which FGI is the
24 substantially prevailing party, then PSA's attorneys', paralegals', accountants', and other experts'
25 fees and all other fees, costs, and expenses actually incurred, and the amount, if any, which PSA
26 must pay toward FGI's attorneys', paralegals', accountants', and other experts' fees and all other
27 fees, costs, and expenses actually incurred, shall not be considered Reasonable PSA Operating
28 Expenses and if PSA is the substantially prevailing party then the unrecovered amounts of PSA
29 costs as set forth above shall be Reasonable PSA Operating Expenses.

EXHIBIT 4
Page 95 of 179

1 26.25 Interest

2 Whenever any sums are due and payable, from one Party to another Party under
3 this Lease they shall bear interest from the date originally due until paid in full at the Prime Rate
4 plus four percentage points ("Default Interest"), if it is determined as a result of Dispute
5 Resolution, that the Party failing to make the payment when due did not have a good faith and
6 reasonable basis not to make the payment when due. If it is determined, as a result of Dispute
7 Resolution, that the Party failing to make the payment when due did have a good faith and
8 reasonable basis not to make the payment when due, such sums shall bear interest from the date
9 due until paid in full at the Prime Rate plus two percentage Points ("Economic Interest"). The
10 "Prime Rate" shall mean the prime rate of interest as quoted from time-to-time in The Wall
11 Street Journal, or any successor publication. In no event shall the interest rate exceed the highest
12 rate of interest that may be charged under applicable law.

13 26.26 Conflict of Interest

14 No member, director, officer, or employee of PSA shall have any personal
15 interest, direct or indirect, in this Lease, nor shall any such member, director, officer, or
16 employee participate in any decision relating to this Lease which affects his/her personal interest
17 or the interest of any Person in which he/she is, directly or indirectly, interested.

18 26.27 No PSA Personal Liability

19 No member, director, officer, or employee of PSA shall be personally liable to
20 FGI or any successor in interest to FGI in the event of any default or breach by PSA or for any
21 amount which may become due to FGI or such successor with respect to any obligations under
22 the terms of this Lease.

23 26.28 Governing Law

24 This Lease shall be construed according to and governed by the laws of the State
25 of Washington.

26 26.29 Reference Date of Lease

27 For reference purposes, the date of this Lease shall be the date on the first page,
28 irrespective of the date PSA or FGI actually executes this Lease.

26.30 Entire Agreement

This Lease and the Related Agreements constitute the entire agreement between the Parties as of the date of execution of this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by PSA and FGI.

IN WITNESS WHEREOF, this Lease has been executed by the Parties as of the dates set forth below.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington

By: Lorraine Hine
Lorraine Hine, Chair of the Board

FGI:

FIRST & GOAL INC., a Washington corporation

By: Robert J. Whitsitt
Robert J. Whitsitt, President

1 STATE OF WASHINGTON)
 2) ss.
 3 COUNTY OF KING)
 4
 5

6 I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person
 7 who appeared before me, and said person acknowledged that said person signed this instrument,
 8 on oath stated that said person was authorized to execute the instrument and acknowledged it as
 9 the Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a
 10 public corporation of the State of Washington, to be the free and voluntary act of such
 11 corporation for the uses and purposes mentioned in the instrument.
 12

13
 14 Dated this 24th day of November, 1998.



Allen D. Israel
 (Signature of Notary)

ALLEN D. ISRAEL
 (Legibly Print or Stamp Name of Notary)

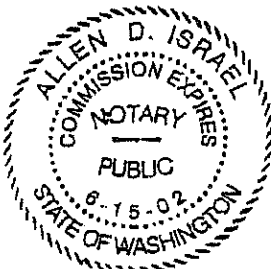
Notary public in and for the State of Washington,
 residing at Seattle

My appointment expires 6/15/02

25
 26 STATE OF WASHINGTON)
 27) ss.
 28 COUNTY OF KING)
 29
 30

31 I certify that I know or have satisfactory evidence that **ROBERT J. WHITSITT** is the
 32 person who appeared before me, and said person acknowledged that said person signed this
 33 instrument, on oath stated that said person was authorized to execute the instrument and
 34 acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the
 35 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.
 36

37 Dated this 24th day of November, 1998.



Allen D. Israel
 (Signature of Notary)

ALLEN D. ISRAEL
 (Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
 residing at Seattle

My appointment expires 6/15/02

**MASTER LEASE
EXHIBIT A**

PROJECT SITE DESCRIPTION

THE "PROJECT SITE" CONSISTS OF: All of Lots 1 through 35, inclusive, of Block 325 and that portion of Lots 1 through 35, inclusive, of Block 285 of the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in volume 2, pages 29, 30, 31 and 32 in King County, Washington, and vacated 3rd Avenue South, per City of Seattle Ordinance No. 10552, described as follows:

Beginning at the Southwest corner of said Block 325, said corner being the intersection of the North margin of South Connecticut Street with the East margin of Occidental Avenue South;

Thence north along said East margin of Occidental Avenue South and West boundary of said Block 325 a distance of 2060.28 feet to the Northwest corner of said Block 325, said corner being the intersection of the East margin of Occidental Avenue South with the South margin of South King Street;

Thence South 89°54'20" East along said South margin of South King Street and North boundary of said Blocks 325 and 285 a distance of 673.47 feet;

Thence South 0°05'40" West a distance of 60.00 feet;

Thence South 89°54'20" East a distance of 112.18 feet;

Thence South 1°06'04" West a distance of 1192.89 feet;

Thence South 10°36'22" West a distance of 820.21 feet to an intersection with the North margin of South Connecticut Street and the South boundary of said Block 285;

Thence South 89°59'21" West along said North margin of South Connecticut Street and the South boundary of said Blocks 285 and 325 a distance of 611.66 feet TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PROPERTY (the "North Half Lot"):

That portion of Lots 1 through 5, of Block 325, and that portion of Lots 1 through 5, of Block 285 of the Seattle Tide Lands, and vacated 3rd Avenue South, per City of Seattle Ordinance No. 10552, all in the Northwest ¼ of Section 5, Township 24 North, Range 4 East, West Meridian, King County Washington, described as follows:

Beginning at the Northwest corner of said Block 325, said corner being the intersection of the East margin of Occidental Avenue South with the South margin of South King Street, thence South 88°46'43" East along said south margin of South King Street and the North boundary of said Blocks 325 and 285, a distance of 673.45 feet; thence South 1°11'39" West 60.00 feet; thence South 88°48'21" East 112.18 feet; thence South 2°12'15" West 181.02 feet to a line 30.00 feet South of and parallel to the centerline of the proposed Weller Street Pedestrian overpass; thence North 88°44'49" West along said

**EXHIBIT 4
Page 99 of 179**

Exhibit A Page 1

50055440 03

PSA 000138

parallel line 782.19 feet to said East margin of Occidental Street; thence North 1°08'01" East along said margin 240.51 feet to THE POINT OF BEGINNING.

THE PROJECT SITE ALSO INCLUDES: all rights of use and other rights of the Washington State Public Stadium Authority ("PSA") with respect to the Project Site and the North Half Lot, as set forth in the certain Agreement and Letter of Intent dated June 25, 1998 among King County, Washington, the City of Seattle, the Washington State Public Stadium Authority, First & Goal Inc., Football Northwest Inc. and the Washington State Department of Transportation, (the "1998 Letter of Intent"); that certain Agreement, Stadium and Exhibition Center, Property Contributions and Reservation of Possessory Rights between King County, Washington and the Washington State Public Stadium Authority dated as of September 30, 1998 (the "Property Contribution Agreement"); and the Special Use Permit described in the Property Contribution Agreement. If the North Half Lot is acquired by the PSA pursuant to Section 5.3 of the Property Contribution Agreement or otherwise, the North Half Lot shall, upon such acquisition, become part of the Project Site and subject to the Master Lease.

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50055440.03

Exhibit A Page 2

**MASTER LEASE
EXHIBIT 1**

DEFINED TERMS

The following defined terms have the following defined meanings when used in this Master Lease Agreement. Some definitions are taken from the Development Agreement or Stadium Use Agreement.

Defined terms may be used together, and when so used will have the combined meaning of the two defined terms.

TERM	FIRST USED	DEFINED
1998 Letter of Intent	3.3	Development Agreement
AAA	24.4	24.4
Act	Recital A	Recital A
actual Reasonable PSA Operating Expenses	5.1.3.4	5.1.3.4
adjustment date	26.2	26.2
Admissions Tax	18	18
Affected Area	8.8.1	8.8.1
Affiliate	6.1.1.2	
affordable price	8.1.2.1	8.1.2.1
Affordable Priced Seats	8.1.2.1	8.1.2.1
Aggregate Adjustment Amount	8.1.2.3	8.1.2.3
Agreement of Event Scheduling Principles	8.2.2	8.2.2
Allen	Recital H	Recital H
Allen Ownership Group	21.8.1.1	21.8.1
Annual Loan Debt Service	5.1.3.1	5.1.3.1
Annual Maintenance Plan	11.1.3	11.1.3
Annual Review	8.2.3	8.2.3
average	8.1.2.1	8.1.2.1
Backup marketing expenses	4.2.1	Trade meaning
Basic Rent	5.1.2.1	5.1.2.1
Bonds	14.1.2	Development Agreement
booking policies	6.1.4	6.1.4
bunker suite	8.1.3	8.1.3
Business Days	5.1.3.4	Development Agreement
Capital Improvements Account	6.1.1.3	11.7
Cash Reserve	5.7.1.1	5.7.1.1
Change of Control of FNW	21.8.1	21.8.1
Change of Control of Other Tenant	21.8.2	21.8.2
Club Seat	8.1.3	Stadium Use Agreement
Collective Bargaining Agreement	8.7	Common meaning
Commencement Date	3.1	3.1
Comparable Exhibition Facilities	7.2.1	11.1.2.1
Comparable Facilities	11.1.2.1	11.1.2.1

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Comparable Parking Facilities	7.2.1	11.1.2.1
Comparable Stadium Facilities	11.1.2.1	11.1.2.1
Completion Date	3.1	3.1
Completion Term	4	4.3.1
Control	21.8	21.8
Damages	15.1	15.1
de facto naming right	17.1.2	17.1.2
Default Interest	26.17	26.17
design development	11.9.1	Trade meaning
Development Agreement	Recital C	Recital C
Development Areas	5.1.3.1	Development Agreement
Dispute	24.1	24.1
Dispute Notice	24.2	24.2
Dispute Resolution	5.1.3.4	24.1
Economic Interest	22.6	26.17
Equitable Proceeding	24.7	24.7
Event of Default	4.2.1	22.1
Exempt Information	25.1.1	25.1.1
Exhibition Center	6.1.3	Development Agreement
Exhibition Hall	Recital C	Recital C
Exhibition Hall Events	6.1.1.2	6.1.1.4
Exhibition Hall Expenses	6.1.1.3	6.1.1.3
Exhibition Hall Naming Rights	6.1.1.2	17.1.1.3
Exhibition Hall Naming Rights	17.1.1.3	17.1.1.3
Exhibition Hall Net Profits	6.1.1.1	6.1.1.1
Exhibition Hall Parking Expenses	6.1.1.6	6.1.1.6
Exhibition Hall Parking Revenue	6.1.1.2	6.1.1.5
Exhibition Hall Revenues	6.1.1.2	6.1.1.2
Extension Period	4	4.2
Fax Number	26.14	26.14
FGI	Introduction	Introduction
FGI Contribution	14.1.2	Development Agreement
FGI Documents	25.1	25.1.1
FGI's Personal Property	23.1	23.1
first reasonable opportunity	8.1.2.3	8.1.2.3
First-Class Condition	11.1.2.1	11.1.2.1
First-Class Manner	7.2.1	7.2.1
Five-Year Plan	11.1.4	11.1.4
flat shows	6.1.1.4	Common meaning
FNW	Recital H	Recital H
Force Majeure	12.1.5	Follows in this Exhibit
GAAP	6.1.5	6.1.5
Governmental Authority	6.1.1.2	Follows in this Exhibit
Hazardous Substances	7.3.1	Development Agreement
Home Game	8.1.2.1	Stadium Use Agreement
Impositions	6.1.1.3	Follows in this Exhibit

Indemnified Party	15.3	15.3
Indemnifying Party	15.3	15.3
Indexed	5.1.1	26.2
Initial Term	4	4.1
Institution	13.8.1	Follows in this Exhibit
Insurance	6.1.1.3	13
internally generated financing	11.1.2.2	11.1.2.2
IP Rights	17.1	17.1
L/C Reserve	5.7.1.1	5.7.1.1
Laws	5.1.3.1	Development Agreement
League	8.1.1	Stadium Use Agreement
Lease	Recital I	Recital I
Lease Year	4.1	4.1
lottery basis	8.1.3	Common meaning
Lottery Promotion obligation	8.4.4	Development Agreement
lowest ticket prices	8.1.2.1	8.1.2.1
Maintenance	6.1.1.3	11.1.1
Major Maintenance	11.1.1	11.3.1
Management Company	21.3.4.2	21.3.7
Mariners	8.2.1	8.2.1
Master Lease Guaranty	2.2	Development Agreement
Master Use Permit	8.8.2	8.8.2
MBE	8.6	8.6
Memorandum of Lease	26.11	Exhibit 25.10
Modernization	6.1.1.3	11.4
Modernization Improvements	11.1.2.2	11.4.1
Modernization Plan	11.4.2	11.4.2
naming rights	17.1	Trade Meaning
Naming Rights Account	6.1.1.3	11.6
Neighboring communities	8.12	8.12
NFL Season	8.1.2.2	Stadium Use Agreement
Nondisturbance	21.2.2	21.2.4
Normal Maintenance	11.1.1	11.2.1
North Parking Lot	3.3	Development Agreement
occurrence basis	13.3.6	Trade meaning
Operating Reserve	5.7.1.1	5.7.1.1
Other Improvements	Recital C	Recital C
Other Transferee	21.8.2	21.8.2
Other Transferee Affiliate	21.8.2.1	21.8.2.1
Parking Facilities Naming Rights	6.1.1.2	17.1.1.4
Parking Facility	Recital C	Recital C
Parking Facility Naming Rights	17.1.1.5	17.1.1.5
Parking Tax	18	18
Partial Taking	14.3	14.3
Parties	4.1	Development Agreement
Percentage Rent	6.1.2	6.1.2

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Permitted Exceptions	20.1.2	Exhibit 20.1.2
Person	2.2	Development Agreement
Personal Property	3.4	3.4
PFD	8.2.1	8.2.1
Phase I	3.1	Development Agreement
Phase I Parcel	3.1	Exhibit 3.1, Development Agreement
Phase II	3.1	Development Agreement
Playoff Home Games	8.1.1	Stadium Use Agreement
Premises	2	3.1; 3.2
Prime Rate	26.17	26.17
Project	Recital F	Recital F
Project Art	8.14.1	8.14.1
Project Art Fund	8.14.1	8.14.1
Project Art Selection Committee	8.14.2	
Project Art Spaces	8.14.2	8.14.2
Project Element	Recital E	Recital E
Project Improvements	Recital E	Recital E
Project Labor Agreement	8.7	Development Agreement
Project Naming Rights	17.1.1.1	17.1.1.1
Project Site	Recital B	Recital B
Property Contribution Agreement	3.3	Development Agreement
PSA	Introduction	Introduction
PSA Advisory Committee	17.4.4	Development Agreement
PSA Office Space	3.5.3	8.11.1
PSA Possession Date	21.2.1	21.2.1
PSA's Board Meetings	8.11.5	8.11.5
PSLs	2.1	Development Agreement
public area	8.11.1	8.11.1, Act
public or entertainment areas	10.2.5	Act
public records	25.3	Common meaning
punch list	11.9.3	Trade meaning
Qualified Sublease	21.1	21.2.1
Ratable proportion of PSL Proceeds	14.1.2	14.1.2
Reasonable Efforts	4.4	Development Agreement
reasonable expenses	22.4.3	22.4.3
Reasonable PSA Operating Expenses	4.2.1	5.1.3.1
reasonable rental value	22.4.2	22.4.2
reference date	26.2	26.2
Regular Season Home Games	8.1.1	Stadium Use Agreement
Related Agreements	15.2	Development Agreement
Related Person	7.3.3	Development Agreement
Rent	4.2.2	5.1
Rent Letter of Credit	21.5.1	21.5.1
Reserve Letter of Credit	5.7.3.1	5.7.3.1
Restoration	12.1	12.1

Restoration Proceeds	12.1.4	12.1.4
Seattle metropolitan area	8.7	Common meaning
sight draft	5.7.3.1	Trade meaning
Special Naming Rights	17.1.1	17.1.1
Special Naming Rights Agreement	17.4.2	17.4.2
Stadium	Recital C	Recital C
Stadium	6.1.1.4	Development Agreement
Stadium Mitigation Report and Plan	8.8.2	8.8.2
Stadium Naming Rights	17.1.1.2	17.1.1.2
Substantial Completion	3.1	Development Agreement
Substantial Taking	14.2	14.2
Sufficient Experience	21.3.4.2	21.3.4.2
Suite	8.1.3	Stadium Use Agreement
Suite Lottery	8.1.3	8.1.3
Suite Lottery Program	8.1.3	8.1.3
Swing Space	Recital D	Recital D
Tax Collection and Disbursement Agreement	18	18
Team	Recital H	Recital H
team affiliate	Recital H	Act
Temporary Taking	14.6	14.6
Term	3.2	4
Total Taking	14.1	14.1
Transfer	21.3.1	21.7
Transferee	21.3.1	21.3.1
Trustee of Insurance	12.1.2	13.8.1
turn-key	Recital G	Trade meaning
Utilities	6.1.1.3	Follows in this Exhibit
WBE	8.6	8.6

Force Majeure. "Force Majeure" means any matter beyond the reasonable control of a party (financial inability excepted), including, without limitation, weather, strikes, labor unrest, labor disputes, lockouts, picketing, labor shortages, failure of Utilities, materials shortages, transportation shortages, energy shortages, governmental action or inaction, rationing, inability to obtain permits or third-party approvals, war, acts of terrorism, acts of vandalism, civil commotion, insurrection, riots, local or national emergency, acts of God, natural disasters, or fire or other casualty.

Governmental Authority. "Governmental Authority" means any federal, state, regional, local or municipal government, corporation, department, agency, district, court, tribunal, or other instrumentality having jurisdiction over the matter(s) in question.

Impositions. "Impositions" means all taxes, including without limitation admissions taxes, parking taxes, sales taxes, gross receipts taxes, compensating or other retail excise taxes, special and general assessments, use and occupancy taxes, rent taxes, possessory interest taxes, excises, levies, license and sales and permit fees and taxes of general application and all other charges of

general application which shall during the Term of the Lease be assessed, levied, charged, confirmed or imposed by any Governmental Authority, or which accrue or become due or payable on account of or become a lien on or against the Premises or Project Improvements or any portion thereof, or any interest in the Premises.

Institution. "Institution" shall mean a bank, insurance company, pension fund, major financial institution, or other entity actively engaged in a business related to the business for which "Institution" is contemplated by the particular context of this Lease, with total assets of at least \$100,000,000, Indexed.

Utilities. "Utilities" means all services and utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up, and such utilities as gas, water, sewer, storm water drainage, electricity, cable, microwave, television, and telecommunications services.

**MASTER LEASE
EXHIBIT 3.1
PHASE I PARCEL DESCRIPTION**

General description of Phase I of the Project Site (not an official legal description):

That portion of the Project Site (described in Exhibit A) lying south of the following described line:

Beginning at a point on the eastern margin of Occidental Street, located 780 feet north of the northeast intersection of S. Royal Brougham Way and Occidental Ave. So.; thence easterly to a point that intersects a line that is an arc which is concentric with the existing Kingdome building and which runs 20 feet south of the existing Kingdome Gate "A"; thence leaving such concentric arc and running easterly to the ending point located on the easterly margin of a roadway known as "Street of Dreams" which ending point is located on a line that runs 740 feet north from the northerly margin of S. Royal Brougham Way.

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Exhibit 3.1

30003063 03/1

PSA 000146

MASTER LEASE
EXHIBIT 4.1

CONFIRMATION OF COMMENCEMENT DATE AND COMPLETION DATE

CONFIRMATION OF COMMENCEMENT DATE

Pursuant to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), the parties hereby confirm that:

The Commencement Date as defined in the Master Lease is


October 28, 1999

Dated: October 29, 1999

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By: 
Ann M. Kawasaki, Executive Director

FIRST & GOAL INC.

By: 
Robert J. Whitsitt, President



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PAGE 002 OF 002
11/02/1999 12:31
KING COUNTY, WA

Exhibit 4.1 Page 1

EXHIBIT 4
Page 108 of 179

PSA 000147

RETURN ADDRESS

After recording return to:
 Robin Wohlhueter
 Public Stadium Authority
 401 2nd Avenue South, Suite 520
 Seattle, WA 98104



PUBLIC STADIUM MISC

9.00

19991102000895

 PAGE 001 OF 002
 11/02/1999 12:31
 KING COUNTY, WA

Please print neatly or type information

Document Title(s)

Confirmation of Commencement Date - Phase I

Reference Numbers(s) of related documents

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

Washington State Public Stadium Authority

Additional grantors on page ____

Grantee(s) (Last, First and Middle Initial)

Wrist & Gail Inc.

Additional grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EXHIBIT 4
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PSA 000148

LL 614-087
F829
D134925

Return Address:

Seahawks Stadium & EV. Center
800 Occidental Ave S #700
Seattle WA 98134



20020807001911

WA STATE PUBLIC N
PAGE 001 OF 003
08/07/2002 12:08
KING COUNTY, WA

21.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Notice of Confirmation of Completion Date

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 2 0000522 000751

Grantor(s) (Last name, first name, initials)

1. Public Stadium Authority

2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. First & Goal Inc.

2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

John W. R. - PSA

Signature of Requesting Party

NOTICE OF CONFIRMATION OF COMPLETION DATE

This Notice of Confirmation is executed by WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation ("PSA") and FIRST & GOAL INC., a Washington Corporation ("FGI").

This relates to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), a Memorandum of which is recorded in King County, Washington on May 22, 2000 as Document Number 20000522000751. The parties hereby confirm that:

1. The Completion Date as used in the Master Lease is June 27, 2002.

Dated this 26th of July, 2002.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By:


Ann M. Kawasaki

FGI:

FIRST & GOAL INC.

By:


Robert J. Whitsitt, President

[ACKNOWLEDGEMENTS FOLLOW]

EXHIBIT 4
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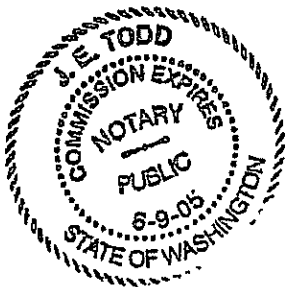
PSA 000150

STATE OF WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANN M. KAWASAKI is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 20th day of July, 2002.



J. E. Todd
(Signature of Notary)

J. E. Todd
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at Bornell, WA

My appointment expires 6/9/05

STATE OF WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of the FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 31st day of July, 2002.

KIM LINDBECK
(Signature of Notary)

KIM LINDBECK
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at EDMONDS, WA

My appointment expires 3/15/04

20020807001911

**MASTER LEASE
EXHIBIT 6.2
POSSIBLE FUTURE PROJECT ACTIVITIES**

**NOTHING HEREIN SHALL BE CONSTRUED AS ENTITLING FGI TO USE THE PREMISES
OTHER THAN IN ACCORDANCE WITH SECTION 7.1.**

Adult Shows	Commercial Equipment Shows (e.g. office equipment)
Advertising and Sponsorship	Commercial Seminars (e.g. self-improvement such as Anthony Robbins)
Aircraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., lighter than air, heavier than air, powered, unpowered, current, futuristic, vintage, etc.)	Competitions (e.g. Band/ Cheerleader/ Dance/ Food (e.g. Chili Cook Off)/ Chess/ Athletic/ Academic/ etc.)
Antique/ Collectibles Fairs/ Events or Activities	Computers and Technology Events or Activities
Arcades/ Games/ Gaming	Concerts
Art Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.	Concessions/ Catering/ Novelties/ Visitor Services
Arts, Crafts and/or Hobby Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.	Conventions
Automobile and /or Vehicle (e.g. motorcycles, off-road, tractor, powered, un-powered) Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g. current, futuristic, vintage, etc.)	Corporate and Business Meetings (e.g. annual meetings)/ Parties/ Events or Activities
Bartering, Exchanging or Trading Events or Activities	Demonstrations
Bazaars (Holiday etc.)	Direct Marketing Events or Activities (e.g. Amway, Herbalife)
Beer, Wine and/or Food Events or Activities / Festivals/ etc.	Disabled/Special Needs Persons Events or Activities
Bicycle and other Human Powered and Unpowered Vehicle Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc.	Distribution
Boat and other Watercraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., motor powered, sail, unpowered, current, futuristic, vintage, etc.)	"Double Dare" type Events or Activities
Bridal or Wedding Shows/ Events or Activities	Educational Events or Activities
"Bumbershoot" type Events or Activities	Emergency Events or Activities / Training/ Housing/ Medical/ Detention/ etc.
Carnivals	Entertainment Events or Activities
Charity Events or Activities/ Runs/ Walks/ Auctions/ Rallies/ etc.	Exhibitions
Children Shows/ Events or Activities	"Extreme Sports" Events or Activities
Circuses	Fairs
Civic Events or Activities	Family Shows/ Events or Activities
Classes	Farmers Markets
Combination Events or Activities	Fashion Shows/ Events or Activities
Commercial Events or Activities	Festivals (e.g. Ethnic/ Food (e.g. Bite of Seattle)/ Music (e.g. Bumbershoot)/ etc.)
	Film, Video, and Photography Events or Activities
	Fireworks Shows
	Flea Markets
	Frisbee/ Frisbee Golf/ etc. Tournaments/ Events or Activities
	Games and Related Events or Activities
	Gatherings: (e.g. Million Man March, Promise Keepers)
	Goodwill Games

Government Events or Activities	Pet, Livestock and other animal Shows/ Events or Activities
"Haunted House" type Events or Activities	Plant Shows/ Events or Activities
Highland Games/ Events or Activities	Police Station
Holiday Events or Activities/ Festivals/ Shows/ etc., (e.g. New Years, New Millennium, Fourth of July, Christmas, Easter, etc.)	Political Conventions/ Events or Activities
Home/ Yard/ Garden Shows/ Events or Activities	Polo
"Hoop it Up" type Events or Activities	Pope/ President/ Dignitary/ Celebrity Events or Activities
Hot Air Balloon Events or Activities	Private Events or Activities
Hot Rod Car Shows/ Events or Activities	Public Events or Activities
Industry Events or Activities/ Games/ etc., (e.g. log rolling, bus rodeo)	Public Service Events or Activities
Junior Olympics	Rallies
Labor/ Union Events or Activities	Races
Laser Shows	Recreational Equipment Shows/ Events or Activities
Laser Tag	Recreational Vehicle Shows/ Events or Activities
Manufacturing/ Assembly	Religious Events or Activities / Revivals/ Services/ Prayer Meetings/ Convocations/ etc.
Martial Arts Competitions/ Events or Activities	Religious Group or Organization Events or Activities / etc.
Mazes	Retail Sales/ Showroom
Meetings	Retreats
Meets	Rifle/ Gun/ Weapons/ Ammo Shows/ Sales/ Events or Activities/ etc.
Model and/or Hobby Shows/ Demonstrations/ Competitions/ Sales (e.g. aircraft, trains boats, cars)	Rock Climbing and related Events or Activities
Motivational Speakers	Rodeo
Motorcycle/ Bicycle/ Motocross Competitions/ Events or Activities	Runs
Movie Theater	Sales
Museums	Science or Scientific Fairs/ Events or Activities
Music Events or Activities/ Performances/ Festivals (e.g. Bumbershoot/ Jazz/ "Lillith Fair"/ "Lollapalooza"/ Blues/ etc.)/ Concerts/ Recitals/ etc.	"Saturday Market" type Events or Activities
"Major League Baseball Experience" type Events or Activities	Scouting/Campfire/and Other Youth Group Events or Activities
"Major Soccer League Experience" type Events or Activities	"Seafair" Events or Activities
Neighborhood Events or Activities	"Seahawk Experience" type Events or Activities
Noncommercial Seminars	Seasonal Events or Activities (e.g. Oktoberfest/ Spring Time Celebration)
Nonprofit Events or Activities	Seminars
"NFL Experience" type Events or Activities t	Shakespearean type Festivals/ Events or Activities
Office	Shows
Olympic Games Events or Activities	Skating Events or Activities (including in-line and skateboards).
Outdoor/ Sportsman Shows/ Events or Activities	Ski Jump Events or Activities
Paintball	Ski Shows/ Events or Activities
Parachuting/ Air Sports Events or Activities	Social Events or Activities
Parades	Special Interest Group Events or Activities
Parties and Celebrations e.g. Weddings, Bar Mitzvahs, Confirmations, Birthdays, New Years, Millennium, etc.	Special Olympics Events or Activities
Patriotic Events or Activities	Speeches
Performance Theater	Sports and/or Athletic Events or Activities, including without limitation school, college, amateur, semi-pro, professional, seniors, international, disabled, and charitable events

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50036220.02

Exhibit 6.2 Page 2

or activities and activities, including without limitation competitions, tryouts, training, practices and exhibition, regular season, preliminary, qualifying, post-season, championship, tournament, and "all-star" games for any sport, including without limitation: football, soccer, tennis, softball, baseball, lacrosse, track and field, gymnastics, field hockey, bicycle, rugby, fencing, Olympic-type events or activities, decathlon, triathlon, biathlon, fencing, shooting, boxing, wrestling, archery, golf, cricket, croquet, lawn bowling, ice and roller/in-line skating, skateboard, ice skating, swimming, diving, skiing, etc.; and including without limitation any organizational, promotional, ceremonial, celebratory, historical, fan participation, fan recognition, community outreach, or other or similar type event ancillary or otherwise related to any such sporting or athletic events or activities (or series or season of such Events or Activities) or to any player or coach or other participant, team, league or other organization involved in such events or activities.

Superbowl and Related Events or Activities
 Swap Meets
 Television Shows (e.g. Wheel of Fortune)
 Theater
 Theme Park
 Tournaments
 Tractor Pulls
 Trade Shows/ Events or Activities
 Training
 Virtual Reality/Holograms
 Walks
 Warehouse
 Water Park
 Wholesale Sales/ Showroom
 World Championships and Preliminaries
 World Cup Soccer
 World Masters Games

EXHIBIT 4
 Page 115 of 179

PSA 000154

50036220.02

Exhibit 6.2 Page 3

MASTER LEASE
EXHIBIT 8.11

FORM OF CONFIRMATION OF PSA OFFICE SPACE DESIGNATION
ARCHITECT OF RECORD DRAWING
A111 H - PSA OFFICES

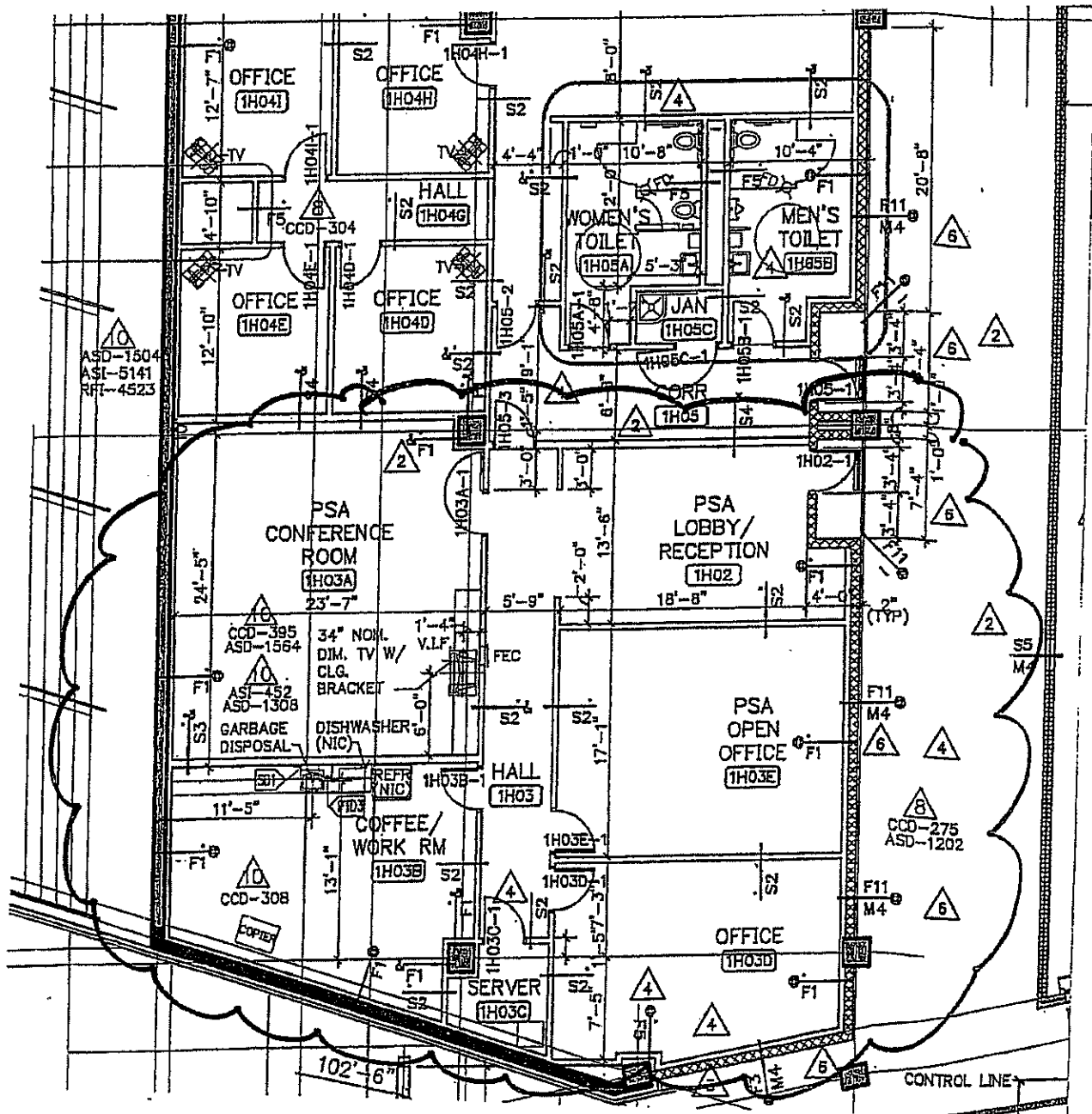


Exhibit 8.11

EXHIBIT 4
Page 116 of 179

PSA 000155

**U.S. EXHIBIT HALLS & TOTAL SQUARE FEET
OF CURRENT EXHIBIT SPACE***

1. McCormick Place Chicago, IL 2,200,000	11. Cobo Conference/ Exhibition Center Detroit, MI 800,000	21. New Atlantic City Convention Center Atlantic City, NJ 500,000
2. Las Vegas Convention Center Las Vegas, NV 1,300,000	12. Jacob K. Javits Convention Center of New York New York City, NY 760,000	22. Kansas City Convention Center (includes H. Roe Bartle Hall) Kansas City, MO 498,600
3. Georgia World Congress Center Atlanta, GA 1,180,000	13. Anaheim Convention Center Anaheim, CA 720,000	23. George R. Brown Convention Center Houston, TX 451,500
4. Astrodome U*S*A (includes) Astrohall, Astroarena, Astrodome) Houston, TX 1,130,000	14. Ernest N. Morial Convention Center - New Orleans New Orleans, LA 700,000	24. Tulsa Exposition Center Tulsa, OK 448,000
5. Orange County Convention Center Orlando, FL 1,103,538	15. National Western Complex Denver, CO 601,500	25. Moscone Convention Center San Francisco, CA 442,000
6. Kentucky Exposition Center Louisville, KY 1,068,050	16. Rosemount Convention Center Rosemount, IL 600,000	26. Phoenix Civic Plaza Phoenix, AZ 438,000
7. Sands Expo & Convention Center Las Vegas, NV 1,006,396	17. San Diego Convention Center San Diego, CA 571,981	27. Pennsylvania Convention Center Philadelphia, PA 435,000
8. International Exposition (I-X) Center Cleveland, OH 902,000	18. Indiana State Fairgrounds Event Center Indianapolis, IN 559,000	28. New Charlotte Convention Center Charlotte, NC 412,500
9. Los Angeles Convention & Exhibition Center Los Angeles, CA 865,000	19. Miami Beach Convention Center Miami Beach, FL 502,717	29. Cleveland Convention Center Cleveland, OH 409,000
10. Convention Center Dallas, TX 850,000	20. America's Center/Cervantes Convention Center St. Louis, MO 502,000	30. Long Beach Convention & Entertainment Center Long Beach, CA 390,382

PSA 000156

EXHIBIT 4
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*Tradeshaw Week's Major Exhibit Hall Directory, 1997

- | | | |
|---|--|--|
| 31. Washington Convention Center
Washington, D.C.
381,000 | 42. Colorado Convention Center of the Denver Convention Complex
Denver, CO
300,000 | 52. Bayside Expo Center
Boston, MA
250,000 |
| 32. Indiana Convention Center & RCA Dome
Indianapolis, IN
377,452 | 43. Cow Palace
San Francisco
300,000 | 53. Dane County Expo Center
Madison, WI
250,000 |
| 33. Palmetto Expo Center
Greenville, SC
375,000 | 44. Atlanta Market Center (Merchandise Mart, Apparel Mart, Gift Mart, INFORUM)
Atlanta, GA
296,000 | 54. San Mateo County Expo Center
San Mateo, CA
245,000 |
| 34. American Royal Center
Kansas City, MO
372,000 | 45. Henry B. Gonzalez Convention Center
San Antonio, TX
291,600 | 55. Louisiana Superdome
New Orleans, LA
240,030 |
| 35. Reno Convention Center
Reno, NV
370,000 | 46. King County Stadium/"The Kingdome"
Seattle, WA
281,147 | 56. Dr. Albert B. Sabin Convention Center
Cincinnati, OH
240,000 |
| 36. Fairplex
Pomona, CA
348,920 | 47. CAL EXPO/California Exposition & State Fair
Sacramento, CA
263,600 | 57. Tampa Convention Center
Tampa, FL
236,000 |
| 37. Portland Metropolitan Exposition Center
Portland, OR
341,200 | 48. Fort Washington Expo Center
Fort Washington, PA
260,000 | 58. Charlotte Merchandise Mart
Charlotte, NC
224,000 |
| 38. Minneapolis Convention Center
Minneapolis, MN
319,000 | 49. Salt Palace Convention Center
Salt Lake City, UT
256,000 | |
| 39. Eastern States Exposition
West Springfield, MA
317,000 | 50. Wisconsin Center
Milwaukee, WI
256,000 | |
| 40. Greater Columbia Convention Center
Columbus, OH
306,000 | 51. Arizona State Fair Park & Exposition
Phoenix, AZ
255,880 | |
| 41. Baltimore Convention Center
Baltimore, MD
300,000 | | |

Here is the Stadia information that you requested. Some do have names (naming rights), some do not.

NFL Stadia Opened Since 1996:

1. ALLTEL Stadium - Jacksonville Jaguars
2. Ericsson Stadium - Carolina Panthers
3. Jack Kent Cooke Stadium - Washington Redskins
4. Baltimore Ravens Stadium

NFL Stadia Proposed by 2006 (to date)

1. Tampa Bay Stadium - Tampa Bay Buccaneers
2. Tennessee Oilers Stadium
3. Cleveland Browns Stadium
4. Cincinnati Bengals Stadium
5. Detroit Lions Stadium
6. San Francisco 49ers Stadium (on hold)
7. Washington State Football/Soccer Stadium and Exhibition Center - Seattle Seahawks
8. Denver Broncos Stadium
9. Pittsburgh Steelers Stadium

MLB Stadia Opened Since 1996:

1. Turner Field - Atlanta Braves
2. BankOne Ballpark - Arizona Diamondbacks

MLB Stadia Proposed by 2006 (to date):

1. Miller Field - Milwaukee Brewers
2. Safeco Field - Seattle Mariners
3. Houston Astros Stadium
4. Detroit Tigers Stadium
5. Minnesota Twins Ballpark (on hold)
6. New York Mets Ballpark
7. Cincinnati Reds Ballpark

Free-Standing Parking Garages			
Garage	Location	Owner/Operator	Stalls
6th & Cherry Garage	6th & Cherry	Republic Parking	770
Post Office	4th & Lander	Post Office	980
"Sinking Ship"	2nd & Yesler	AMPCO	250
King County Administration Garage	5th & Jefferson	King County	740
Bon Marche Garage	3rd & Stewart	Bon Marche	840
Market & Western Garage	Western & Virginia	Pike Place Market PDA	530
Seattle Central Community College	Boylston & Pine	SCCC	527
Swedish Hospital	Boren & James	Swedish Hospital	110
Seattle University	Broadway & Marion	Swedish Hospital	100 (approx)
Providence Hospital	15th & Jefferson	Providence Hospital	724
Mercer Garage	Mercer & 3rd	Seattle Center	1500
Key Arena Garage	Thomas & Warren	Seattle Center	400-500

EXHIBIT 4
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PSA 000159

97236DESIGNMGARGES

**MASTER LEASE
EXHIBIT 20.1.2**

PERMITTED EXCEPTIONS

1. Reservation of Possessory Rights by King County, Washington as set forth in that certain Warranty Deed executed by King County, Washington, as grantor, in favor of the Washington State Public Stadium Authority, as grantee, dated _____, 1998 recorded with King County Records, No. _____ (to be recorded).
2. Assessment by Metro Tunnel filed February 13, 1991 with King County Records, No. 0440-766620-4876-09, provided that PSA shall be responsible for causing King County to pay all amounts owing as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21.
3. An unrecorded lease between King County, as lessor, and Donald B. Murphy Contractors, Inc. & Associated, a joint venture, as lessee, dated December 1, 1973 relating to the stadium energy plant, as disclosed by an assignment for security purposes recorded under Recording No. 7402150375, which lease was subsequently assigned to Citicorp, as lessee, as disclosed by Recording No. 8612120582, and a bill of sale conveying the stadium plant to The Bank of California, N.A., by assignment recorded under Recording No. 7402150374.
4. Financing Statement executed by King County, State of Washington Department of Stadium Administration ("King County"), as debtor, in favor of Citicorp Leasing, Inc. ("Citicorp") recorded on December 12, 1986 with King County Records, No. 8612120582, as continued by instruments recorded under Recording Nos. 9107030441, 9107250418 and 9609171167. PSA shall be responsible for causing King County to pay all amounts owing under such Financing Statement as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21 below.
5. Liability, if any, for the pro-rated portion of current year's general taxes for the Property which is currently being carried on the tax rolls as exempt from taxation.
6. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 23, 1949, recorded on April 29, 1949 with King County Records, No. 3897380.
7. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 26, 1964, recorded on May 3, 1964 with King County Records, No. 5874002.
8. Release of Damages executed by Great Northern Railway Co. in favor of the City of Seattle in connection with the construction of a side sewer dated October 11, 1967, recorded on November 15, 1967 with King County Records, No. 6265537.

9. Ordinance No. 98852 creating the Pioneer Square Historic District.
10. Easement for fire hydrants executed by King County, as grantor, in favor of the City of Seattle, as grantee, dated May 2, 1995, recorded May 2, 1995 with King County Records, No. 9505021077.
11. Easement for utilities, hot water flows and returns, air conditioning water flows and returns, 10,000 gallon underground fuel tank with supply and return lines recorded February 15, 1974 with King County Records, No. 7402150375.
12. Easement for one electric substation in favor of Burlington Northern Inc recorded March 8, 1979 with King County Records, No. 7903080743.
13. Easement for underground electric distribution facilities in favor of the City of Seattle recorded February 26, 1997 with King County Records, No. 9702261536.
14. City of Seattle Ordinance No. 118857 pertaining to amended land use and zoning affecting a westerly portion of the Project Site recorded with King County Records, No. 9801209276.
15. Covenants for off-site parking from Merrill Place LLC recorded June 16, 1998 with King County Records, No. 9806160880.
16. Covenants for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160881.
17. Covenant for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160882.
18. Covenant for off-site parking from Washington State Major League Baseball recorded June 18, 1998 with King County Records, No. 9806181828.
19. Covenant for off-site parking from Washington State Public Stadium Authority recorded July 20, 1998 with King County Records, No. 9807301034.
20. Covenant for geologic hazard area from King County recorded July 31, 1998 with King County Records, No. 9807311097.
21. Agreement and Letter of Intent among King County, Washington, City of Seattle, Washington State Public Stadium Authority, First & Goal Inc., Football Northwest Inc. and Washington State Department of Transportation dated June 25, 1998 and recorded with King County Records, No. 9807012001.
22. Agreement, Stadium and Exhibition Center Property Contributions and Reservation of Possessory Rights between King County, Washington and The Washington State Public Stadium Authority dated September 30, 1998 and recorded with King County Records, No. _____ (to be recorded).

23. Existing utility and electrical power easements.
24. A prospective electrical power easement in favor of Seattle City Light for purposes of improving electrical services on and near the area of the current north lot of the Kingdome (to be recorded).
25. A prospective public and private transportation easement in favor of the County's Transportation Department ("Metro") as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).
26. A prospective easement in favor of the RTA in connection with a proposed Weller Street public access pedestrian bridge as such easement extends onto the Kingdome Parcel as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).

EXHIBIT 4
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Exhibit 20.1.2
Page 3

PSA 000162

30002803 04

**MASTER LEASE
EXHIBIT 26.14**

After Recording Return To:

Allen D. Israel
Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

MEMORANDUM OF MASTER LEASE

GRANTOR: WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
Washington public corporation ("PSA")

GRANTEE: FIRST & GOAL INC., a Washington corporation ("FGI")

PREMISES LEGAL DESCRIPTION:

1. Abbreviated Form: Lots 1-35, Block 325 and Lots 1-35, Block 285, Seattle Tidelands
2. Additional legal description is on **Exhibit A** attached hereto.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

Assessor's Property Tax Parcel Account Number(s) is(are) on **Exhibit B** attached hereto.

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30th) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months,

30004595 02

Exhibit 26.14 Page 1

EXHIBIT 4
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PSA 000163



20000522000750

FIRST AMERICAN LE
PAGE 001 OF 005
05/22/2000 11:27
KING COUNTY, WA

13.00

AFTER RECORDING MAIL TO:Name Foster Pepper & ShefelmanAddress 1111 Third Ave., Suite 3400City/State Seattle, WA 98101attn: Allen D. Israel

Document Title(s): (or transactions contained therein)

1. Memorandum of Master Lease

2.

3.

4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Washington State Public Stadium Authority

2.

3.

4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. First & Goal Inc.

2.

3.

4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Por. Blocks 285 & 325 Seattle Tidelands☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

766620-4876 & 766620-4880

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EXHIBIT 4
Page 125 of 179

PSA 000164

Filed for Record at Request of
After Recording Return to:

Allen D. Israel
Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

MEMORANDUM OF MASTER LEASE

2050 052 2000750
Grantor: WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
Washington public corporation ("PSA")
Grantee: FIRST & GOAL INC., a Washington corporation ("FGI")
Legal: POR. Block 285 & 325, SEATTLE TIDELANDS, additional legal
description is on Exhibit A attached hereto
Tax Number: POR. 76620-4876; and 766620-4880

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 as amended by First Amendment to Master Lease dated July 22, 1999 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 as amended by First Amendment to Development Agreement dated November 1, 1999 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30th) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months, in accordance with the terms of the Master Lease. The term may be extended for up to three extension periods of ten (10) years each, plus one completion term of up to twelve months in accordance with the terms of the Master Lease. The Completion Date is expected to occur in late 2002.

3. If the North Half Lot, as defined in the Property Contribution Agreement which is described in the Development Agreement, is acquired by PSA, then upon such acquisition that property shall become part of the Premises and subject to the Master Lease and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

30004695.03

EXHIBIT 4
Page 126 of 179

PSA 000165

Section 27 of the Development Agreement contemplates the possibility of further development of certain portions of the Premises. In such event, the Premises shall be appropriately modified, if required, and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

5. In the event of a conflict between the provisions of this Memorandum and the Master Lease, the provisions of the Master Lease shall control.

Dated this ____ day of May 2000.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By: Frederick Mendoza
Frederick Mendoza, Vice-Chair of the Board

FGI:

FIRST & GOAL INC.

By: Robert L. Collier
Robert L. Collier, Vice-President

[ACKNOWLEDGEMENTS FOLLOW]

30004695.03

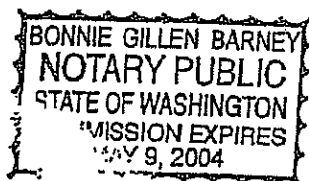
EXHIBIT 4
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PSA 000166

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **FREDERICK MENDOZA** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 15 day of May 2000.



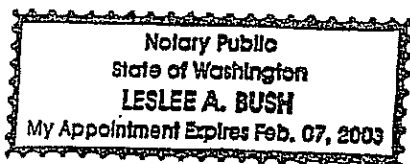
Bonnie Gillen Barney
 (Signature of Notary)
Bonnie Gillen Barney
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Kent

My appointment expires 5/9/04

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **ROBERT L. COLLIER** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-President of **FIRST & GOAL INC.**, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 16th day of May 2000.



Leslee A. Bush
 (Signature of Notary)
Leslee A. Bush
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Bellevue

My appointment expires February 07, 2003

30004695 03

EXHIBIT A

Legal Description

Lots 5 through 35, Block 285, Lots 5 through 35, Block 325, the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in Volume 2, pages 29, 30, 31 and 32 in King County, Washington, and that portion of 3rd Avenue South, vacated per City of Seattle Ordinance No. 10552, conveyed to King County by Burlington Northern, Inc. by Warranty Deed recorded under King County Auditor's File No. 7112140537.

EXCEPT that portion of Lot 5 said Block 325, lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806721.

And EXCEPT that portion of Lot 5 said Block 285 and said vacated 3rd Avenue South lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806720.

And EXCEPT any portion of said Block 285 not conveyed to King County by said Warranty Deed recorded under King County Auditor's File No. 7112140537.

TOGETHER WITH an access and egress easement for vehicles and pedestrians of all types and kinds 90 feet in width (60 foot wide roadway plus sidewalks), being a southerly extension of 2nd Ave. So to the northerly boundary of Lot 5, Block 325 described above.

SUBJECT TO an easement by reservation for a portion of the footprint of the Weller Street pedestrian bridge touchdown together with related maintenance and access rights to and for the Weller Street pedestrian bridge on, over and through that portion of the following described property which is located within the unexcepted portions of Lot 5, Block 325 and vacated 3rd Avenue South described above:

A portion of the Southwest quarter of the Northwest quarter of Section 5, Township 24 North, Range 4 East, W.M.; King County, Washington being a portion of Block 285, Seattle Tidelands as recorded in Volume 2, pages 29 and 30 of Plats, Records of King County, Washington and also vacated 3rd Avenue South as vacated by City of Seattle Vacation Ordinance No. 10552. More particularly described as follows:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; said point being the TRUE POINT OF

EXHIBIT A - 1

30004695 03

EXHIBIT 4
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PSA 000168

2030 052 2000750

BEGINNING; thence South 88°53'57" East, 93.95 feet to a property line per said Deed; thence South 01°06'03" West, 110.00 feet along said property line; thence North 88°53'57" West, 102.55 feet; thence North 00°40'42" West, 110.06 feet; thence South 88°53'57" East, 11.41 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 10 foot wide water line easement by reservation across a portion of Lot 4, Block 285, Seattle Tidelands, located 5 feet on each side of the following described centerline:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; thence South 88°53'57" West, 11.41 feet; thence South 00°40'42" West, 14.68; said point being the TRUE POINT OF BEGINNING; thence North 89°38'57" West 19.19 feet, more or less, to the existing 6 inch water line running approximately north and south, and the termination of the herein described centerline.

SUBJECT TO an easement by reservation for extensions of 2nd Ave. So. (approximately 90 feet), 3rd Ave. So. (approximately 72 feet), and South Lane St. (approximately 72 feet) for the purpose of providing bus ingress, egress and through travel for the benefit of King County's Transportation Department. Grantee has the right to establish the exact location of this reserved easement so long as its configuration provides reasonable bus ingress and egress and through travel to the Washington State Department of Transportation's adjacent multi-modal facility. Improvements for this reserved easement are subject to the provisions of Section 1.5.4 of the Property Contribution Agreement and Paragraph 12a, third bullet of Exhibit C thereto (Agreement and Letter of Intent) which Property Contribution Agreement is more particularly identified in Exhibit B to this Statutory Warranty Deed as Exception to Title No. 15. This reserved easement shall be extinguished upon dedication of the area comprising the reserved easement as a public street right of way meeting the same specifications as this easement reservation.

EXHIBIT A - 2

EXHIBIT 4
Page 130 of 179

PSA 000169

FIRST AMENDMENT

to

MASTER LEASE

Dated November 24, 1998

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: July 22, 1999

1 **FIRST AMENDMENT TO MASTER LEASE**

2
3 EFFECTIVE DATE: July __, 1999

4
5 BETWEEN: **WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**
6 a Washington State public corporation
7 401 Second Avenue South, Suite 520
8 Seattle, WA 98104 ("PSA")

9
10 AND: **FIRST & GOAL INC.,**
11 a Washington corporation
12 110-110th Avenue N.E., Suite 550
13 Bellevue, WA 98004 ("FGI")

14
15 This is the First Amendment to the Master Lease dated November 24, 1998, between the
16 parties hereto (the "Lease"). All defined terms used herein shall have the same meaning as in the
17 Lease unless otherwise defined herein.

18 1. Maintenance Plans. Sections 11.1.3 and 11.1.4 of the Lease are modified as
19 follows. FGI shall submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan
20 for the Exhibition Center and Parking Facility after the RV show in March, 2000, but before June
21 30, 2000. Subsequent Annual Maintenance Plans and updates of Five-Year Plans shall be
22 submitted by FGI to PSA at least thirty (30) days prior to each Lease Year, except that FGI shall
23 submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan for the Stadium
24 and Other Improvements on or before October 31, 2003. PSA shall have 60 days from FGI's
25 submission to review and approve the first Annual Maintenance Plans for the Exhibition
26 Center/Parking Facility and Stadium/Other Improvements, respectively. Subsequent Annual
27 Maintenance Plans shall be subject to the thirty (30) day review and approval period provided in
28 Section 11.1.3.

9 2. Other Terms Ratified.

30 All other terms and conditions of the Lease are hereby ratified and affirmed.

1
2 IN WITNESS WHEREOF, this First Amendment has been executed by the
3 Parties as of the dates set forth below.
4

5 PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington
8

9
10 By: Lorraine Hine
11 Lorraine Hine, Chair of the Board
12

13 FGI:

FIRST & GOAL INC., a Washington corporation
14

15
16 By: Robert J. Whitsitt
17 Robert J. Whitsitt, President
18

PSA 000172

EXHIBIT 4
Page 133 of 179

FIRST AMENDMENT TO MASTER LEASE
08/23/99

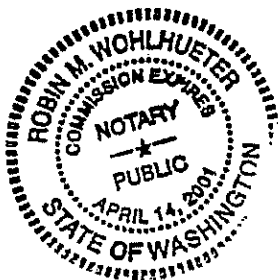
Res. 89 Exhibit A.DOC

-2-

1 STATE OF WASHINGTON)
 2) ss.
 3 COUNTY OF KING)
 4

5 I certify that I know or have satisfactory evidence that LORRAINE HINE is the person
 6 who appeared before me, and said person acknowledged that said person signed this instrument,
 7 on oath stated that said person was authorized to execute the instrument and acknowledged it as
 8 the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
 9 public corporation of the State of Washington, to be the free and voluntary act of such
 10 corporation for the uses and purposes mentioned in the instrument.
 11

12
 13 Dated this 22 day of July, 1999.



14 Robin M Wohlhueter
 15 (Signature of Notary)

16
 17 (Legibly Print or Stamp Name of Notary)
 18 Notary public in and for the State of Washington,
 19 residing at Kenilworth

20 My appointment expires 4-14-01
 21
 22

23
 24 STATE OF WASHINGTON)
 25) ss.
 26 COUNTY OF KING)
 27
 28

29 I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the
 30 person who appeared before me, and said person acknowledged that said person signed this
 31 instrument, on oath stated that said person was authorized to execute the instrument and
 32 acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the
 33 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.
 34

35 Dated this 22 day of July, 1999.

36 Cynthia L. Kelley
 37 (Signature of Notary)
 38 Cynthia L. Kelley
 39 (Legibly Print or Stamp Name of Notary)

40 Notary public in and for the State of Washington,
 41 residing at Kirkland, WA
 42

43 My appointment expires 9-28-01
 44

PSA 000173